

# GRAIN DEALERS' JOURNAL

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# Directory of the Grain Trade

\*Member Grain Dealers National Association.

## AMARILLO, TEX.

Early Grain & Hay Co., wholesale grain, hay, seed.

## ATCHISON, KANS.

Blair Mfg. Co., sellers of feed from grain products.  
Corn Belt Grain Co., recvs., and shippers of grain.

## ATLANTA, GA.

Gregg & Son, J., wholesale brokers, grain, hay.\*

## BALTIMORE, MD.

Baltimore Commission Co., grain, commission.  
Blackburn & Co., C. P., grain recvs., exporters.\*  
Boligiano & Son, J., dealers in field seeds.  
Clark & Sons, Thos. S., grain receivers.\*  
England & Co., Chas., grain, hay.\*  
Fahy & Co., John T., grain receivers and expts.\*  
Hammond, Snyder & Co., receivers, exporters.\*  
Hay & Co., G. A., grain, hay, seeds.\*  
Herzer & Son, Gustav, grain, seeds, hay.  
Johnston Co., Thos., grain receivers.\*  
Jones & Co., H. C., grain and hay.  
Kilgus Bros. Grain Co., grain and hay.\*  
Lederer Bros., grain receivers.\*  
Manger & Co., J. A., grain, seeds, hay.\*  
Muller Co., Louis, receivers and exporters.\*  
Pitt Bros. & Co., receivers and exporters.\*  
Richards, E. F. & Co., grain commission.  
Robinson & Jackson, grain receivers.\*

## BATTLE CREEK, MICH.

McLane, Swift & Co., grain buyers.\*

## BINGHAMTON, N. Y.

Empire Grain & Eltr. Co., grain, feed shippers.

## BLOOMINGTON, ILL.

Baldwin-Walker-Tankersley Co., brokers, car lots.

## BOSTON, MASS.

Alpine McLean Co., The, hay and grain.  
Buss Co., H. L., hay and grain commission.  
Cressey, Fred L., hay, grain, millfeed comm.  
Eddy, Inc., C. F. & G. W., grain and hay.  
Fairfull, S. E., grain and millfeed.  
Heathfield & Son, T. D., hay and grain brokers.\*  
Phelps Bros., grain, hay, straw.  
Ranlet Co., The, D. W., grain and millfeed.  
Ronald, Thos., domestic and export broker.  
Soper & Co., J. E., wheat, corn, oats.

## BOZEMAN, MONT.

Benepe-Berglund Grain Co., Mont. oats and barley.

## BUFFALO, N. Y.

Alder & Stofer, grain commission.  
Buffalo Cereal Co., grain.\*  
Burns-Yantis Grain Co., grain commission.\*  
Churchill Grain & Seed Co., buyers, shippers.  
Electric Grain Elevator Co., grain buyers.\*  
Gallagher, Wm. B., salvage grain.  
Gisel & Co., Geo. H., grain, millfeed.  
Globe Elevator Co., grain commission.  
Heathfield, W. G., strictly commission.  
Irwin, Dudley M., barley.\*  
Pratt & Co., grain commission.  
Ratcliffe, S. M., grain and hay.  
Rubins Bros., grain receivers and shippers.\*  
Townsend-Ward Co., grain commission.  
Waters, Henry D., grain commission.  
Wohlers Grain Co., grain, millfeed.

## CAIRO, ILL.

Antrim & Co., H. S., grain and hay.\*  
Cairo Milling Co., buyers of wheat.  
Cunningham, Chas., grain receiver and shipper.  
Halliday Milling Co., H. L., grain.\*  
Redman, Magge & Co., grain.\*  
Thistlewood & Co., grain and hay.

## CEDAR RAPIDS, IOWA.

Jackson Grain Co., grain buyers, shippers.  
White Cereal Co., T. G., wheat wanted.

## CHATTANOOGA, TENN.

Baird Co., C. R., grain, hay and cow peas.  
Cook & Ballard, brokers.  
Shelton Grain & Feed Co., grain, hay, feed.  
Thomasson, J. T., corn, wheat, oats, cowpeas.

## CHICAGO, ILL.

Anderson & Co., W. P., grain commission.\*  
Armour Grain Co., grain buyers.\*  
Armstrong, E. S., grain commission.  
Bailey & Co., E. W., grain commission merchants.\*  
Bennett & Co., Thos., receivers, shippers.\*  
Bentley, C. S., grain commission.  
Bogert, Malby Co., receivers, shippers.\*  
Burns-Yantis Grain Co., commission merchants.\*  
Cooke, M. E., grain commission merchant.  
Crichton & Co., grain commission.\*  
Dickinson Co., The Albert, seeds.

## CHICAGO—Continued.

Dole & Co., J. H., grain and seeds.\*  
Doyle Bros., hay and grain.  
Elmore, E. W., grain buyer, shipper.  
Ervin & Co., W. C., grain buyers and shippers.\*  
Finney, Sam., commission.\*  
Fraser Co., W. A., grain commission.\*  
Freeman Bros. & Co., grain, hay, straw.  
Gerstenberg & Co., grain, seeds.\*  
Hately Bros., grain and provisions.\*  
Hooper Grain Co., receivers, shippers.\*  
Hunter, W. W. & O. L., grain and feed.\*  
Lake & Co., W. H., commission receivers.  
Lamson Bros. & Co., consignments solicited.\*  
Lynch & McKee Co., grain commission.  
McKenna & Rodgers, grain and commission.  
Merchants Grain Co., commission merchants.\*  
Merritt & Co., W. H., grain, seeds.\*  
Norris & Company, grain merchants.  
Paynter, H. M., grain commission.\*  
Peavey Grain Co., receivers, shippers.\*  
Perrine & Co., W. H., grain and commission.  
Pringle, Eltr. Co., V. K., Mitchell, Mgr.\*  
Rang & Son, Henry, barley specialists.  
Regua Brothers, grain commission.\*  
Rogers & Bro., H. W., grain and seeds.\*  
Rogers Grain Co., buyers and shippers.\*  
Rosenbaum Bros., receivers, shippers.\*  
Rumsey & Company, grain commission.\*  
Sawyers, A. R., grain commission.\*  
Schiffin & Co., P. H., commission.\*  
Shaffer & Co., J. C., buyers and shippers.\*  
Somers, Jones & Co., grain and field seeds.  
Slucere & Co., Chas., N. Y. stocks, Chicago grain.  
Thayer & Co., Clarence H., commission.\*  
Van Ness, Gardner, grain commission.  
Wagner, E. W., receiver and shipper.\*  
Walters Bros., grain, hay, seeds.  
Ware & Leland, grain, seeds.\*  
Wells & Co., T. E., grain commission.\*  
Winans, F. E., grain and seeds.\*  
Wright & Co., John F., grain commission.

## CINCINNATI, O.

Allen & Munson, grain, hay, flour.\*  
Brown & Co., H. W., grain and hay.\*  
Brown & Co., W. L., receivers and shippers.  
Consolidated Grain & Hay Co., grain, hay.  
Early & Daniel Co., grain and hay.\*  
Ella & Fleming, grain and hay.\*  
Feger & Co., August, grain, hay, millfeed.\*  
Interstate Grain Co., receivers and shippers.\*  
Standard Hay & Grain Co., grain and hay.\*  
Union Grain & Hay Co., grain and hay.\*  
Weldner Co., The Sam W., grain, hay, flour.\*

## CLEVELAND, O.

Abel Bros., hay and grain.  
Bailey, E. L., grain and millfeed.\*  
Cleveland Grain Co., The, receivers and shippers.\*  
Schmitt, H., grain, hay, straw.\*  
Sheets Bros. Eltr. Co., The, grain, hay, straw.  
Star Eltr. Co., receivers grain, hay, straw.  
Strauss & Co., H. M., grain, seeds, hay.\*  
Union Elevator Co., grain, hay, straw.\*  
Williams Grain Co., The Edward A., recvs., shprs

## COLORADO SPRINGS, COLO.

Seldombridge Grain Co., grain dealers.

## COLUMBUS, O.

McAllister & Co., Jas. P., grain and hay.  
McCord & Kelley, grain and hay.\*  
Seeds Grain & Hay Co., grain and hay.\*

## CRAWFORDSVILLE, IND.

Crabbs Reynolds-Taylor Co., grain, seeds.\*

## CUMBERLAND, MD.

Marley & Co., grain and hay distributors.

## DAVENPORT, IOWA.

Rothschild Grain Co., D., grain merchants.\*

## DECATUR, ILL.

Baldwin & Co., H. I., grain dealers.\*  
Dumont, Roberts & Co., grain.

## DENVER, COLO.

Ady & Crowe Mercantile Co., grain, hay.\*  
Ayres Merc. Co., The F. C., grain and hay.  
Best & Co., J. D., grain and hay.  
Cash Commission Co., grain and hay.  
Crescent Mill & Eltr. Co., flour and grain.  
Empire Feed & Fuel Co., hay and grain.  
Harrington-Plumer Merc. Co., grain and hay.  
Hungarian M. & E. Co., hay and grain.  
Longmont Farmers Mill & Eltr. Co., flour, grain.  
Thompson Merc. Co., W. F., hay and grain.

## DETROIT, MICH.

Carson, Craig & Co., commission merchants.  
Dumont, Roberts & Co., receivers, shippers.  
Lapham & Co., J. S., recvs., & shippers of grain.

## DULUTH, MINN.

Rich, J. S., dealer in grain, flour, millstuffs.  
Turle & Co., grain commission.

## ENID, OKLA.

The Enid Wholesale Grain Co., grain.

## FAIRBURY, ILL.

Keller, Emil, grain broker and track buyer.

## FORT WORTH, TEXAS

Kolp, E. R. & D. C., grain and seed dealers.

## GALVESTON, TEX.

Fordtran, J. S., grain commission merchant.  
Jockusch, Davison & Co., grain, hay exporters.  
Wisrod's Grain Co., wholesale grain eltr. facilities.

## GREENVILLE, O.

Grubbs Grain Co., E. A., track buyers.\*

## HARRISBURG PA.

Harrisburg Feed & Grain Co., grain, feed, hay.\*

## HOUSTON, TEX.

Ervine & Co., J. E., grain, hay receivers.  
South Texas Grain Co., wholesale grain dealers.

## INDIANAPOLIS, IND.

Brafford & Son, J. M., grain merchants.  
Cooper & Oddy, grain and hay commission.  
Finch & McComb, grain commission.  
Jordan & Montgomery, grain and commission.  
Kinney, H. E., receiver and shipper.\*  
Riley & Co., W. J., grain and feed.  
Shovel, C. A., grain, flour, commission.  
Star Elevator Co., grain and hay commission.  
White Bros. Grain Co., grain and commission.

## JACKSON, MICH.

Stockbridge Elevator Co., grain, beans, hay.\*

## JACKSONVILLE, FLA.

Browder & Haym, brokers, grain, hay.  
Southgate & Co., T. S., grain and hay.

## JERSEY CITY, N. J.

Long Dock Mills & Eltr. grain and hay.

## KANSAS CITY, MO.

Adams Grain Co., Geo. A., commission.\*  
Beach-Keever Grain Co., grain receivers.  
Bragg, E. O., grain commission merchant.  
Davis & Co., A. C., grain commission.  
Ernst-Davis Grain Co., commission.\*  
Fowler Commission Co., receivers and shippers.  
Goffe & Carlsner, recvs. and shprs of grain.\*  
Hinds & List Grain Co., grain, millfeed.  
Missouri Grain Co., grain receivers.  
Moore-Lawless Grain Co., grain receivers.  
Oose Grain Co., barley a specialty.  
Norris Grain Company, commission, recvs., shprs.  
Peltson-Lathrop Grain Co., commission merchants.  
Rothen-Carey Grain Co., grain, flour, millfeed.  
Simonds-Shields Grain Co., grain and seeds.  
Smith & Son, J. Sidney, receivers, shippers.  
Steele & Co., H. H., 2 a'n and seeds.  
Thresher Fuller Grain Co., grain commission.  
Tomlin Grain Co., J. R., kafir corn.  
Vanderloo-Lynis Co., grain commission.  
Waldron Grain Co., receivers and shippers.

## KENTLAND, IND.

McCray, Morrison & Co., track buyers.\*

## KNOXVILLE, TENN.

East Tenn. Feed Co., recvs., shprs, hay, grn. feed.  
Prosser, Brown, broker.

## LA FAYETTE, IND.

Heinmiller, F. G., grain shippers.

## LEXINGTON, KY.

Brent, Inc., C. S., grain and seeds.  
Frost, David C., grain, seeds and hay.

## LOUISVILLE, KY.

Bingham-Hewett Grain Co., recvs. & shprs. grain.\*  
Brandels & Son, A., receivers and shippers.\*  
Callahan & Sons, electric eltr., recvs. of grain.\*  
Enger & Co., grain, hay, flour.  
Farmer & Sons, Ocar, hay and grain.  
Schuff & Co., A. C., grain and hay.\*  
Thomson & Co., W. A., grain receiver.  
Verhoeff & Co., H., receivers and shippers grain.\*  
Zorn & Co., S., grain.\*



# Directory of the Grain Trade

\*Member Grain Dealers National Association.

## LYNCHBURG, VA.

Peters, McHenry, grain and hay brokers.

## MEMPHIS, TENN.

Brode & Co., F. W., cottonseed meal.  
Buchanan & Co., R. B., grain, hay, feed.\*  
Clarke, Burke & Co., grain and hay commission.  
Davis & Andrews Co., grain dealers.\*  
Edgar Grain Co., J. B., receivers and shippers.\*  
Hasenwinkle Co., H. J., grain and hay.\*  
Jones & Rogers, grain dealers.\*  
McLaughlin Coal & Grain Co., grain and hay.\*  
Pease & Dwyer Co., receivers and shippers.\*  
Wade & Sons, John, grain and hay commission.\*  
Webb & Manry, grain and hay.\*  
Wyatt, E. W., broker, grain and millfeed.

## MIDDLEPOINT, O.

Pollock, H. G., track buyer, ear corn a specialty.

## MILWAUKEE, WIS.

Bell & Co., W. M., grain and seeds.  
Bartlett & Son Co., L., grain commission.\*  
Courtneen, S. G., field seeds.  
Donohue, P. P., grain, feed, mlg. wheat a spity.  
Fagg & Taylor, grain merchants.  
Hottelet Co., barley, rye and feed.  
Jahns, Jr., Co., H., commission grain, hay, feed.  
Kamm & Co., P. C., barley and rye.\*  
Lull & Co., Chas. R., grain commission.\*  
Wissbeck & Co., Henry, grain recvs. and shippers

## MINNEAPOLIS, MINN.

Brown & Co., E. A., commission.  
Cargill Commission Co., grain commission.  
Cargill Elevator Co., field seeds.  
Cooper Commission Co., receivers, shippers.  
Dakota Cereal Co., grain, barley and oat specialists  
Davies & Co., F. M., grain commission.  
Getchell-Tanton Co., grain commission.  
Ingold, P. M., grain commission merchant.  
McDonald & Wyman, grain commission.  
Minnesota Grain Co., grain commission.\*  
McIntyre-Frederick Co., grain commission.  
McGuire-Atwood Co., grain commission.  
Randall, Gee & Mitchell, grain commission.  
Stair, Christensen & Timmerman, Com'ln Merchants  
Van Dusen-Harrington Co., commission.\*  
Welch & Co., E. L., grain commission.

## MOBILE, ALA.

Bradley & Co., James I., wholesale grain brokers.

## NASHVILLE, TENN.

Hareh & Co., Alex. C., receivers and shippers.  
Hughes Warehouse & Eltr Co., grain.  
Kendrick-Roan Grain & Eltr. Co., recvs., shprs.\*  
Klemore Grain Co., grain.\*  
Miller & Co., grain commission.\*  
Wilkes & Co., J. H., recvs. and shprs. grn., hay.\*

## NEWARK, N. J.

Smith & Wallace Co., J. C., recvs., shippers.

## NEW ORLEANS, LA.

Barr, R. J., export grain broker, forwarding agt.  
Leonhardt & Co., A. F., grain and hay.\*

## NEW YORK CITY.

Bradshaw Co., popcorn and cereals.  
Clearman & Stenson, buyers of cash grain.

## NEW YORK CITY, Continued.

Cushing & Brandt, grain and cotton seed oil.\*  
Forbell & Kipp, grain commission.\*  
Hebert, Martin S., broker and comsn. merchant.  
Jones & Morey Co., grain brokers.\*  
Morris & Co., Chas. B., grain, feed, hay.  
Kausch, Otto, off grade grain, grain broker.\*  
Ramey, Charles C., grain, hay, feed.\*  
Reinhardt & Co., Geo. N., grain and hay.

## NORFOLK, VA.

Powers, L. W., corn, oats, hay, feed broker.

## OKLAHOMA CITY, OKLA.

Clark Grn. Co., H. C., grain commission.  
Kolp, E. R. & D. C., grain and seed dealers.

## OMAHA, NEB.

Bewsher Co., The, grain receivers.  
Cavers Elevator Co., receivers and shippers.  
Chambers, W. H., grain broker.\*  
Conrad, J. H., grain, established 1884.  
Huntley, E. E., grain commission.  
Lyons & Son, Geo. H., receivers and shippers.  
Merriam & Holmquist Co., recvs. and shippers.  
Nebraska Hay & Grain Co., gen. grain dealers.  
Nebraska-Iowa Grain Co., receivers and shippers.  
Nawwonger, C. E., grain broker.  
Roberts Grain Co., grain commission.  
Thompson Grain Co., grain dealers.  
Transmississippi Grain Co., receivers and shippers.  
Uppike Grain Co., grain dealers.  
Weekes Grain & L. S., commission merchants.  
Welsh-Paddock Co., grain merchants.

## PEORIA, ILL.

Bartlett Company, S. C., grain commission.\*  
Miles, P. B., & C. C., grain commission.\*  
Roberts, Moschel & Mosiman, grain commission.\*  
Tyng, Hall & Co., grain commission.\*  
Van Tassel Grain Co., receivers, shippers.\*

## PHILADELPHIA, PA.

Baringer, M. F., grain and mill feed.\*  
Buckley & Co., J. M., receivers and shippers.  
Cleveland, S. J., buyer and commission.  
Delp & Co., Edmund E., grain receivers.\*  
Dunwoody Co., Etl. flour, grain, feed.\*  
Edenborn, Harry M., grain broker.  
Killpatrick & Co., John A., grain, hay, straw.  
Miller & Sons, L. F., grain, seeds, hay.\*  
Pultz & Co., J. B., grain and feed.  
Rosenkrans-Snyder Co., grain and mill feeds.  
Richardson Bros., grain, flour, millfeeds.  
Rogers & Co., E. L., grain, hay.\*  
Stites, A. Judson, grain and millfeed.  
Walton Bros., grain and feed.\*  
Wollman & Co., S. C., receivers and shippers.\*

## PIQUA, OHIO.

Kress, Harry W., track buyer grain, hay, straw.\*

## PITTSBURG, PA.

Elwood & Co., R. D., hay and grain.  
Foster, C. A., grain, hay, feed.\*  
Geldel & Dickson, grain and hay.  
Heb Bros. & Martin, grain, hay, feed.  
McCague, R. S., grain, hay.\*  
Morton Grain & Hay Co., grain, hay, feed.  
Stewart, D. G., & Geldel, grain, hay, feed.\*

## PORTLAND ME.

Merrill, Edward P., grain broker.

## RENSSELAER, IND.

Babcock & Hopkins, grain shippers.

## RICHMOND, VA.

Beveridge & Co., S. T., grain, hay, seeds.\*  
Bragg, W. G., wholesale broker, grain, hay, feed.  
Fairbank & Co., S. G., grain, hay, seeds.

## SAGINAW, MICH.

Carr Co., The H. W., shprs. oats, rye, hay.

## SAVANNAH, GA.

Browder & Haym, brokers, grain, hay.

## SIOUX CITY, IOWA.

Central Grain Co., grain merchants.  
Shepherdson Co., M. T., grain dealers.

## ST. JOSEPH, MO.

Elwood Grain Co., grain merchants.  
Frederick Grn. Co., J. L., recvs., shprs, grn, hay.  
Gordon, T. P., grain dealer and broker.\*

## ST. LOUIS, MO.

Byrne & Co., Daniel P., grain, hay, seeds.\*  
Connor Bros. & Co., grain commission.\*  
Goffe & Carkner Co., grain commission.  
Green Com. Co., W. L., grain.\*  
Kullally Com. Co., John, grain, hay, seeds.\*  
Nanson Commission Co., grain commission.\*  
Orthwein Grain Co., Wm. D., grain.  
Picker & Beardsley, grain and grass seed.\*  
Seale Brothers Grain Co., grain.  
Slack-Fuller Grain Co., grain commission.

## SPRINGFIELD, ILL.

Brainerd, James L., grain buyers and shipper.

## TERRE HAUTE, IND.

Bartlett, Kuhn & Co., receivers and shippers.\*

## TOLEDO, O.

Barnes Grain & Coman Co., grain, seeds, hay.  
Coon Grain Co., The, J. J., grain and seeds.\*  
Goemann Grain Co., grain buyers.\*  
King & Co., C. A., grain, clover seed.\*  
McCabe Grain Co., grain and seeds.  
Merrell Co., The, seeds only.  
Morehouse & Co., W. H., grain and seeds.  
National Milling Co., cash buyers wheat.\*  
Paddock-Hodge Co., The, grain, seeds.\*  
Randell & Co., W. A., grain, seeds.\*  
Southworth & Co., grain commission.\*  
The Toledo Field Seed Co., clover, timothy.  
The Toledo Salvage Co., salvage grain.  
Wickenheiser & Co., John, grain, millfeed.\*  
Zahn & Co., J. F., grain, seeds.\*

## TOPEKA, KAN.

Gall, J. E., strictly commission business.  
Jolley & Blanchard, grain merchants.

## TORONTO, ONT.

Steele, Briggs Seeds Co., Ltd., field seeds.

## VERNON, TEX.

Texas-Oklahoma Grain Co., grain, seeds, hay.

## WEST CHESTER, PA.

King, Jas. L., shipper grain and feed.\*

## WICHITA, KANS.

Gaunt Grain Co., The C. B., grain, seeds.  
Kolp, E. R. & D. C., grain and seed dealers.  
Norris Grain Company, commission, recvs., shprs.  
Robb, J. C., milling wheat and consignments.  
Thompson, H. C., alfalfa meal.  
Tri State Grain Co., grain, seeds, feed.

## WINNIPEG, CAN.

Norris & Company, grain merchants.

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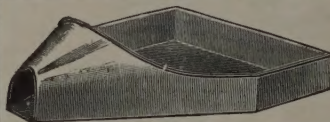
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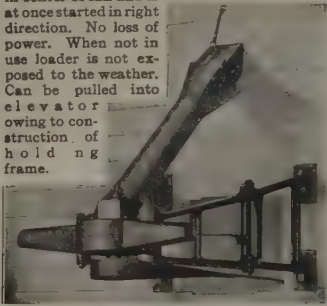
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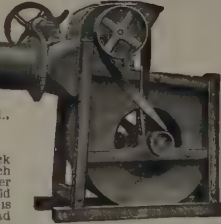
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KINSEY BROS.

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The ONLY Machine that Will Clean and Load at the Same Time.

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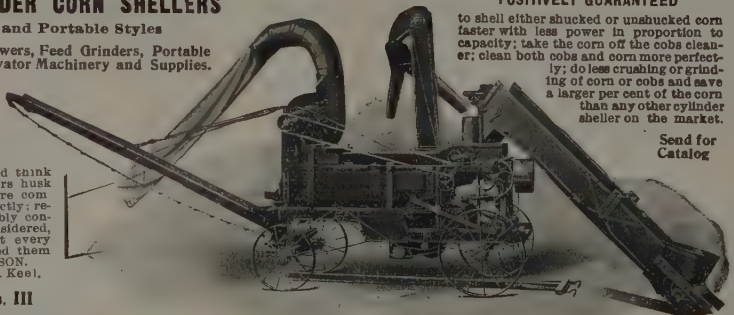
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to shell either shucked or unshucked corn faster with less power in proportion to capacity; take the corn off the cobs cleaner; clean both cobs and corn more perfectly; do less crushing or grinding of corn or cobs and save a larger per cent of the corn than any other cylinder sheller on the market.

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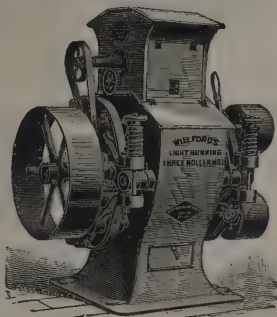
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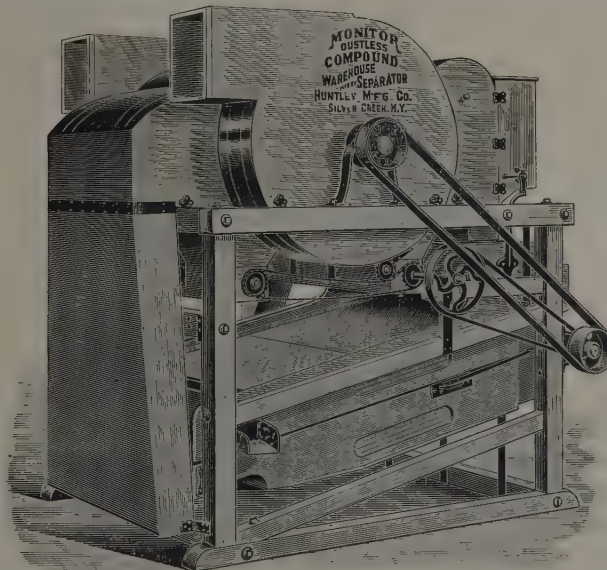
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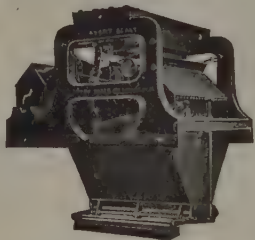
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Weighs and records accurately, every pound of grain passing through it.

Requires no attention while in operation, and guaranteed not to stick on light or trashy grain.

Its smooth running qualities insures its durability.

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We trust you will be able to get these out promptly.

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Yours truly,

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**Our Price \$3.75**

Each is claimed to be the best

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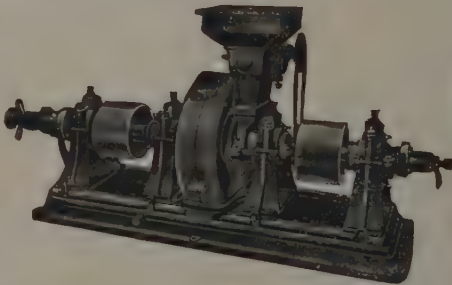
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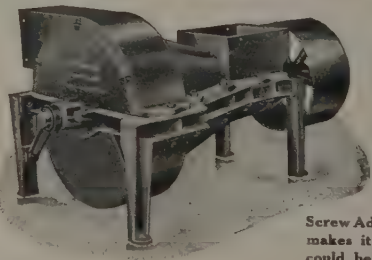
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Operated wholly by gravity, no springs, few parts.

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Double compartment hopper, each side dumping as opposite fills.

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Has sealed standard weights and graduated beam. Can be balanced and tested at any time without dumping.

And above all, Fairbanks Quality.

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255 La Salle Street, CHICAGO, ILL.



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Under construction for the Ca-  
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PERFECTLY SIMPLE, AND SIMPLY PERFECT

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DROPS INTO FUNNEL  
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You should investigate  
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**"NEW ERA" MANLIFTS**

made and originated by us  
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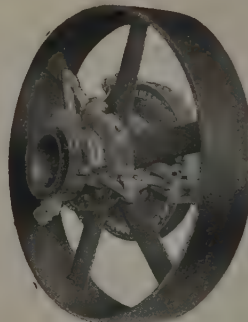
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**Everything For The Grain Elevator**

Cast Iron Boots

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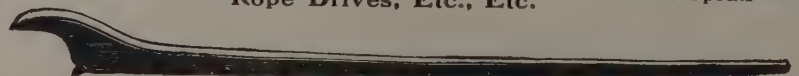
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We Manufacture Everything for the Grain Elevator Including:

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Champion Pinch Bars

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## We've Hit Upon a Better Plan and you'll admit it.

You can prevent a choke, perhaps with your present Boot, by shutting down the feed gate, and keeping it down far enough. But if a bunch of silk, husks, or damp grain comes along, your gate is too low. If you raise it and clean dry grain enters it may be too high and a choke suddenly forms. So you constantly watch it, and try to regulate it, by keeping it low and safe.

This is deliberately choking down the capacity of your buckets and your plant.

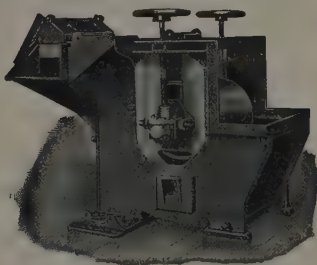
Our plan is to install

### The Hall Non-Chokable Boot

Keep the gate wide open, let every cup ascend heaping full, and then go off and leave it. It would surprise you to know what a difference in results there is, by having this continuous stream going up steadily, requiring no attention.

We will send you one on trial to see for yourself.

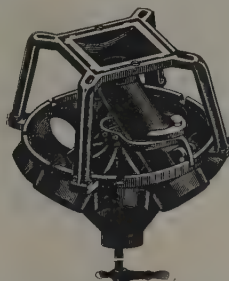
#### Catalogue E Illustrates It Fully



#### HALL DISTRIBUTOR CO.

222 Range Bldg.

OMAHA, NEBR.



#### HALL DISTRIBUTOR CO.

222 Range Bldg.

OMAHA, NEBR.

A costly distributing device is one which is uncertain as to locking where you want it—that makes practically useless 1-10 of your storage capacity—or backlogs and mixes your grain—that continually needs repairs—that never ceases its assessments, that requires you to make a perpendicular trip every little while to see what is doing or has been done during your absence.

You can't estimate its cost until you discard it.

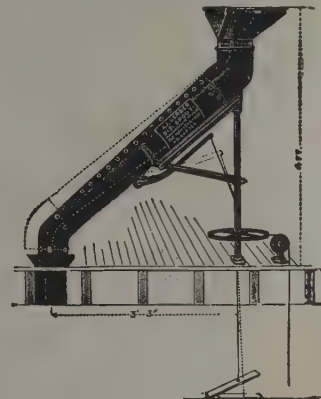
### THE HALL SIGNALING DISTRIBUTOR

obviates every objection, is accurate, and simple, requiring no attention or repairs. It performs every function to perfection, not a complaint can be lodged. It silently pays for itself, often in one day.

You had better get one installed immediately and stop waste.

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That is what you get when you buy the GERBER IMPROVED No. 2 DISTRIBUTING SPOUT. Can be operated from working floor.



Prevents mixing of grain. It's like trading dollars when you buy this spout for you get full value for every cent spent. I make a specialty of Elevator and mill spouting. Write for particulars.

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## The Best Bucket THE ACME



We carry a full stock of all standard sizes for quick shipment. These buckets possess all elements of lightness and strength and are made in all gauges. The lap comes at the end, thus making a brace at ends which adds greatly to the strength.

Elevating, conveying and power transmitting machinery. Mechanical rubber and steam goods. Complete stocks of everything.

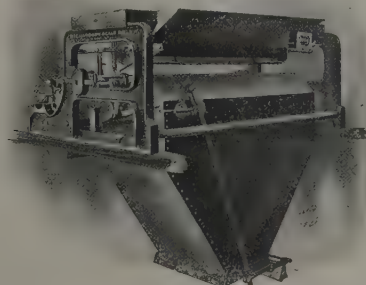
### Power Appliance Mfg. Company

MINNEAPOLIS, MINN.

## Why Worry About Leaks

This Journal reported recently that 72% of the cars arriving at Baltimore were leaking.

The shipper who uses a RICHARDSON AUTOMATIC SCALE for loading out can laugh at wrecks and leaks since he has indisputable evidence of all grain leaving the house, and can swear to the contents of any car shipped and thus get full payment.



Weights any kind of grain. Is very speedy. Checks up with terminals, unless a leakage occurs in transit. Tells all the time the balance of grain in the house. Sent on trial for 30 days. Quick shipment.

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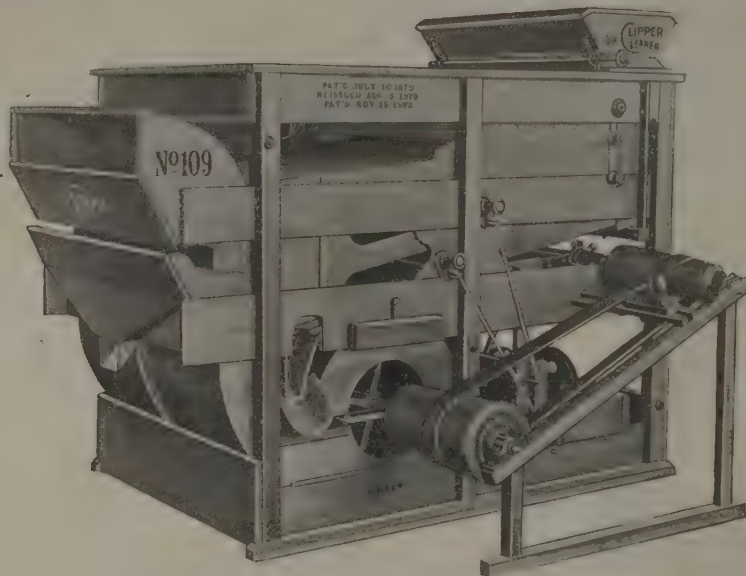
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shown here has our perfect Traveling Brush device on the screens to keep them from clogging, which enables it to do better work than any other Cleaner. It also has our special Air Controller, which an experienced man will see at a glance is a perfect device for regulating the air blast. It has three full length screens and one-half length scalper screen which makes it very desirable for handling dirty or chaffy seed, grain or corn. The excellent results obtained on this machine and the small amount of power required by it will surprise you if you have not operated one of our Cleaners.

We guarantee it to give perfect satisfaction on clover or timothy seed or any kind of grain and it can be operated with one-fourth the expense for power of any suction cleaner on the market. If you are looking for a first-class, up-to-date cleaner of good capacity, we would be glad to send you catalog and give prices and particulars upon request.

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**Barnard's Perfected Warehouse and Elevator Separator.**  
With Sieve Cleaning Device.



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Makes the most efficient sieve and air separations of any machine on the market. They are under the full control of the operator at all times.

The sieve cleaning device works under the sieves. Thus it lifts the trash out of the holes and causes it to tail over instead of assisting it to pass through with the grain. This results in keeping the sieves perfectly clean at all times and insuring positive and uniform work.

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Barnard's Two and Three Pair High Feed Mills and a complete line of Flour Mill and Elevator machines and supplies.

Send for latest circulars.

**Barnard & Leas Mfg. Co.**

Builders of Elevator Machinery  
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**MOLINE,**

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*To our Friends and Patrons:*



WE TAKE this opportunity to express our appreciation of the excellent trade we have enjoyed during the year just passed. It was far in excess of our expectations, and enabled us to run our factory full time without interruption through the financial stringency and usual quiet year of presidential election.

We are also pleased to announce that we are in better shape than ever to take care of our customers' wants during the coming year, with a complete line of elevator equipment, having enlarged our manufacturing facilities, and added to our line the manufacture of elevator buckets, sheave wheels for rope transmission, and the "Western" Pitless Sheller.

Our slogan for the coming year will be, "More business, and close attention to smallest details."

If we have pleased you in the past, we will do it again and earnestly solicit a continuance of your valued orders.

UNION IRON WORKS, Decatur, Illinois



## Johnson's Grain Dryer and Renovator

Chicago, Sept. 11, 1908.

E. G. Isch & Co., Peoria, Ill.

Gentlemen:—In reply to your request for our opinion on the Johnson Dryer, you installed recently in our plant, would say that it fulfills all promises and all you claim for it.

It was installed as an experiment as there was no other one in this city and the best recommendation we can give it is that we accepted it and paid for it.

The dryer can be run without extra help night and day and Sundays, and even in damp weather the air from the dryer goes into the bins perfectly dry. We made some very severe tests on wet salvage grain with good results and on damp grain there is no question that it will put the same in condition usually with 8 to 12 hours' application.

We consider the dryer past the experimental stage now and congratulate you upon having the most satisfactory device for drying damp grain.

To obtain the best results, however, a large compressor should be used.

Wishing you success, we are

Respectfully yours,

MUELLER & YOUNG GRAIN COMPANY

H. MUELLER, Pres.

**E. G. ISCH & CO., Peoria, Illinois**

## Eventually

you will realize the folly of paying corn price for water; why not install a

## HESS (U. S.) MOISTURE TESTER

now, and begin handling the new corn right.

Anyone can use it. Makes correct tests in 20 minutes. Heated by gas, gasoline, alcohol or kerosene.

### PRICES F. O. B. CHICAGO:

2 Compartment, Complete, . .	\$40.00
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Torsion Balance, <small>Recommended and used by U. S. Department of Agriculture</small>	23.00

Hess U. S. Moisture Testers are used by many leading grain dealers and exchanges.

Send for free booklet with instructions for testing grain for moisture.

**HESS WARMING & VENTILATING COMPANY**  
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P. S.—Hess Grain Driers are used everywhere. Made in all sizes—for all kinds of grain and seed.

**HESS-DRIED IS BEST DRIED**



# MOISTURE



should be removed from your grain before it leaves your elevator. Then you can rest easy as to its condition when it arrives at destination. It is now possible for every elevator man to dry grain, for the

## “Eureka” Grain Dryer

is within the reach of all, and it is practical too. This dryer produces positively the most uniform and satisfactory results in drying, cooling and conditioning damp, wet and musty corn or wheat.

The “Eureka” Dryer is automatic and continuous in operation. Equipped with automatic force feeder and delivery.

Is not an experiment. Many in operation in all parts of the country.

**Most Economical to Operate. Easily Installed. Built in All Capacities.**  
**Prompt Delivery. Absolute Satisfaction Guaranteed.**

Full Particulars on Application

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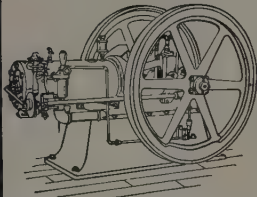
Builders of the “Eureka” Grain Cleaners.

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Ohio  
Gas  
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(All sizes)

Used by many lines of elevators.  
Used by the U. S. Government.  
Used by some of the largest railway systems in  
the United States.  
Let us tell you why.

OHIO MOTOR CO., 315 Dearborn St., Chicago, Ill.

## WITTE ENGINES

### USE GAS, GASOLINE OR KEROSENE

make a dependable power for Elevator and Mill work. Your plant is running  
in one minute, no time lost getting ready for short runs. The equipments are  
complete and conform to Insurance rules.

### FIVE YEAR BOND GUARANTEE

Our elevator engines have wipe feed oil systems, vertical  
valves auto noiseless mufflers and many other advantages. If  
you use the WITTE you help us advertise. So write for our  
introducing proposition stating size wanted.

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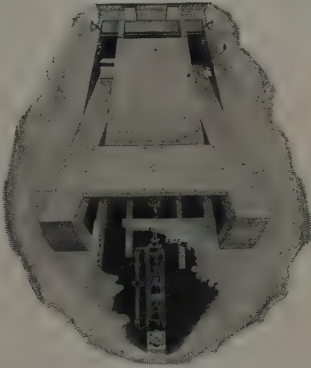
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When You Have a

### Reliance Automatic Dump Controller



The movement of the dump is smooth and slow.  
The controller is simple in construction, easily in-  
stalled and requires no attention. Absolutely auto-  
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afford to do without.

Hargreaves & Godel of Manhattan, Ill., write:  
"We have given the Reliance Dump Controller a  
thoro test and find them to be all you represent  
and a perfect dump controller."

Sent on 30 Days trial. RELIANCE CON-  
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HORIZONTAL, 2 to 90 H. P.

HAVE WIPE SPARK IGNITER, pos-  
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VERTICAL VALVES, mechanically  
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CENTERLINE COUNTERBALANC-  
ING, increases the efficiency and de-  
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ACCESSIBLE DESIGN, makes it a simple matter to keep Foos  
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OTTO SUCTION GAS PRODUCERS and OTTO ENGINES  
are reliable and can be operated by men of ordinary intelli-  
gence.

J. A. Witter, Engineer for the Beaver  
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"Please send me a book of instructions  
on handling and running your gas pro-  
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"This man, without special instructions but  
with the use of 'horse sense' causes his plant to  
work fine. There is a volume of praise for 'OTTO'  
machinery in Mr. Witter's short letter."

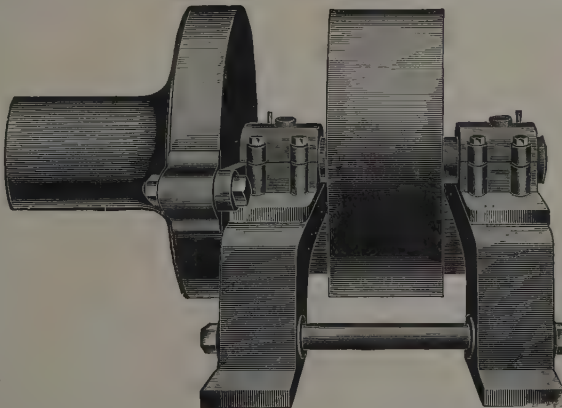


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STANDARD OF THE WORLD

## The Burrell One Shaft Internal Geared Car Puller

The safest car  
puller on the  
market. There is  
no way for the  
operator to get  
injured as with the  
old style spur  
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from five to fifteen  
cars. Everything  
for the elevator  
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TWELFTH EDITION

The best and most complete edition of these  
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It contains 16 grain tables and two pages of  
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in two colors on 175-pound Manila stock. It is re-  
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It has a string loop attached so it can be hung  
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quickly finding table wanted.

All reductions are complete on one page. It  
has a range from 100 to 4,000 lbs. on 10-pound  
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The tables show the following reductions:  
Oats at 32 lbs., 33 lbs. and 35 lbs. Timothy Seed,  
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lbs., with 1, 2 3 and 5 lbs. dockage. Ear Corn at  
70 lbs., 72 lbs., 75 lbs and 80 lbs per bu.

Freight table shows rate per bushel at 60, 56,  
48 and 32 lbs. per bu. when the rate per 100 lbs. is  
1 to 30½ cents in ½ cent rises.

Price, postpaid, 50 cents

GRAIN DEALERS JOURNAL

255 La Salle Street

CHICAGO, ILL.



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**GOOD PAYING elevator and mill for sale.** Write us. Buckeye Brokerage Co., C. B. Jenkins, Mgr., Marion, Ohio.

**FOR SALE—Elevator and coal sheds in eastern South Dakota.** Am locating on Coast. Address Box 18, Colton, S. D.

**ELEVATOR AND LUMBER YARD for sale.** Lumber sales \$17,000; amount of grain handled, 150,000 bushels. Address W. J. Rich, Congerville, Ill.

**FOR SALE or exchange for good farm land, terminal transfer and cleaning grain elevator at Kansas City, Mo.** Address De, Box 4, Grain Dealers Journal, Chicago.

**ELEVATOR FOR SALE on Wabash R. R. in Ind.** 24,000 bu. cap.; handle 150,000; no competition. Address Noslwi, Box 10, Grain Dealers Journal, Chicago.

**ELEVATOR. FEED MILL AND HOME for sale, in best farming country.** A money-making proposition. Address Home, Box 1, Grain Dealers Journal, Chicago.

**WILL SELL:** One half interest in my elevator and coal business also my Litter Carrier. A good money making proposition for a good man. W. J. Herscher. Buckingham, Ill.

**ELEVATOR FOR SALE located in good grain section, 10,000 capacity, with or without hay business and retail feed business.** Address Hood, Box 12, Grain Dealers Journal, Chicago, Ill.

**FOR SALE OR TRADE for improved Iowa or South Dakota land, two modern 35,000 bushel elevators in central Iowa, with a good business.** Address G. W. P., Box 9, Grain Dealers Journal, Chicago.

**ILLINOIS ELEVATOR in the best corn and oats section of Eastern Ill.** Station handles 500,000 bushels annually. One competitor. This is a first-class proposition. If you want to buy an elevator, write us. Address J. L., Box 1, Grain Dealers Journal, Chicago.

**KANSAS 15,000 Bus. Eltr. on the U. P. R. R. in Turkey Wheat Belt.** Handling annually from 100,000 to 150,000 bu. Well equipped; no competition with mills; crop conditions never better. Good reasons for selling. Price reasonable. Write quick. Address M. T., Box 12, Grain Dealers Journal, Chicago, Ill.

**MUST SELL ELEVATORS at Cashion and Lockridge.** Cashion elev. cap. 10,000 bu.; has 5 h.p. Weber Gas Engine. Lockridge Elevator, cap. 18,000 bu.; has Invincible Wheat Clipper, 200 bu. capacity an hour. Cylinder Corn Sheller and cleaner, with 250 bu. capacity. 22 H.P. Lewis-Thompson Gas Engine. Must be sold by first Monday in March, 1909. Cashion & Lockridge Grain Co., Lockridge, Okla.

**FOR SALE—Line of nine elevators, including fine cleaning plant, located in the best small grain and corn country of Southern Minnesota.** The large corn crop, in addition to the small grain, assures good business the year round. Each elevator practically new and strictly modern; all are good money-makers. Good coal business in connection. For particulars, address Box 27, Commerce Station, Minneapolis, Minn.

**ELEVATORS FOR SALE.**

**FOR SALE—Two new elevators in Western North Dakota, 30,000 capacity. Modern in every way; good business.** Address Bob, Box 1, Grain Dealers Journal, Chicago.

**TWO ELEVATORS FOR SALE—Brand new and close together, at small stations. Good coal trade in connection. A fine chance for a young man with limited capital.** Jas. M. Maguire, Campus, Ill.

**FOR SALE—Our location at Paulding, Paulding Co., Ohio, the county which produced the greatest corn crop in the United States last year. Fine location; cheap.** The Raymond P. Lipe Co., Toledo, Ohio.

**FOR SALE—In South Central Kansas, 9,000 bu. cribbed elevator, gasoline power, fine wheat and corn locality; no opposition. Might trade for hardware.** Will loan \$3,300. Address B. B., Box 1, Grain Dealers Journal, Chicago.

**FOR SALE—Elevator on Wabash R. R. in western Ill.** 7000 bu. capacity. Well equipped. New 10 h.p. International Gasoline Engine. Handled 125 cars past year. Will sell right if taken soon. Address Walt., Box 11, Grain Dealers Journal, Chicago.

**ELEVATORS FOR SALE—We have a large list of extra good bargains in elevators in first-class locations, doing good business. Write for prices, terms and descriptions, giving location you prefer.** Iowa Mill & Elevator Brokers, Independence, Iowa.

**FOR SALE—Big 4 Elevator and feed mill in Western Ohio. Large feed and coal business. Ship 100 cars a year. Nearest competition 7 miles. Good reasons for selling. If sold soon, \$6,000. Easy payments.** Address C. F., Box 7, Grain Dealers Journal, Chicago, Ill.

**MODERN, up-to-date Indiana Elevator for sale, located in good corn district. This is a money-making plant. If interested, write and we will send a photograph showing our elevator and tell you more about its equipment and amount of business done.** Address Indiana, Box 10, Grain Dealers Journal, Chicago.

**FOR SALE—100,000 bushel elevator on the Chicago & Eastern Illinois railroad, in western Indiana, located about 100 miles from Chicago. This is one of the best elevator properties in Indiana. does a business of about 300,000 bushels a year. Write for description.** Address Dence, Box 9, Grain Dealers Journal, Chicago, Ill.

**TWO ILLINOIS ELEVATORS for sale at a bargain. 60,000 bus. eltr. on the I. C. R. R. handles 200,000 bus. corn and oats yearly. Also a 35,000 bus. eltr. nearby on same road which will handle 100,000 bus. annually. Both new and well equipped. Good coal trade at each station.** Address C. C. C., Box 6, Grain Dealers Journal, Chicago, Ill.

**FOR SALE—Grain, coal and feed business in Illinois on C. & A. Ry. Plant includes 50,000 capacity gasoline power iron-clad cribbed elevator building. Crib for 15,000 bu. ear corn. Coal houses for 200 tons hard and soft coal. Feed grinder, etc. All in first-class condition. Handles 150,000 bus. grain annually. Price \$8,000. Address Door, Box 11, Grain Dealers Journal, Chicago.**

**ELEVATORS FOR SALE.**

**BURKS BROS. Centralia, Mo., want to sell their Grain, Feed, Seed and Coal business. Good location; fine shipping point. Victor Corn Sheller; 8 h. p. Fairbanks Gas Engine. Occupy two floors. 100x50 ft. each. Write at once.**

**ELEVATORS FOR SALE—At prices ranging from \$3,000 to \$20,000, in Illinois and Indiana. Some special bargains in small towns. Be friendly and let me know your wants. Am sure I can suit you.** Address Jas. M. Maguire, Campus, Ill.

**FOR SALE—10,000 BUS. ELEVATOR, doing good business in grain, seed, coal, and hay. Located in good town, 1,500 population; two railroads, in Maumee corn belt, Northwestern Ohio. Address Corn, Box 1, Grain Dealers Journal, Chicago.**

**FOR SALE—A grain elevator at Aboite, Ind.; also hay warehouse. Fine opening for grain, hay and coal business. Will sell on time or take good farm land part payment. The opportunity of a life time to good party. Write S. Bash & Co., Fort Wayne, Ind.**

**ELEVATOR AND COAL BUSINESS in Central Minnesota; best grain section in state; 30,000 bu. elevator; thoroughly equipped station; handles not less than 300,000 yearly. Will sell whole or half interest at good terms. Have other business must attend to. Address B, Box 1, Grain Dealers Journal, Chicago.**

**ONE SPECIAL ELEVATOR BARGAIN, either a whole station of two elevators, or one of them in best corn and oats section in Ind. Station will net \$10,000 5 years' average. Price \$30,000 for quick sale. Always have plenty of elevator bargains, all sizes, all prices. John A. Rice, Broker, Frankfort, Ind.**

**ELEVATOR FOR SALE—An up-to-date modern 25,000 bu. cap. cribbed, with ear corn bins for 12,000 bu. steam power, sheller cleaner, and hopper scales. Good office and wagon scales. In town of 1,100. No competition. Handles 200,000 bushels annually at good margins. This is fine. Address Jas. M. Maguire, Campus, Ill.**

**ELEVATOR FOR SALE—A 40,000, modern elevator, cribbed, iron-clad, two dumps; two stands of elevators; gasoline engine; rope transmission; all bins hoppers; and in a splendid town of 1,500 in Central Illinois. Two good competitors and average shipments of this plant for the past eight years show 210 cars per year. There is also a coal, lumber, and building material business in connection. The average annual sales of which will show over \$36,000. Splendid opportunity for two good men. James M. Maguire, Campus, Ill.**

**Your Opportunity**

Wishing to retire from the grain business, offer to sell or rent, eight elevators now in operation in good country.

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GRAIN DEALERS JOURNAL,  
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## ELEVATORS WANTED.

WANTED—To lease an elevator. Address Lock Box 287, Greenville, O.

WOULD BUY an elevator in eastern Nebraska. R. R. Chenoweth, Ohlawa, Neb.

WANTED—Elevators handling 150,000 bu. annually. Indiana or Western Ohio preferred. Address A. L. Schulenberg, Huntington, Ind.

WANTED—An Iowa elevator, doing 125,000 bushels or more annually. Give description and price. Address Hawkeye, Box 1, Grain Dealers Journal, Chicago.

WE HAVE a client who wishes to exchange cheap wild land for elevators; preferably in Northern Iowa, Minnesota, North or South Dakota. Address Exchange, 32 Chamber of Commerce, Minneapolis.

WANTED—An elevator doing at least 150,000-bu. business yearly, tributary to Chicago market. Prefer Eastern Ill. or Western Ind. Ear Corn Station. Address Monarch, Box 11, Grain Dealers Journal, Chicago.

AN IMPROVED farm of 350 acres, 300 acres under cultivation, 50 acres in timber and fenced for pasture; land is located in one of the best farming sections of Missouri. Will trade for good elevator property. Address Cleveland, Box 12, Grain Dealers Journal, Chicago.

WANTED—Elevator or lumber yard, for corn, broom corn, and wheat farm. We have a client who has 517 acres of as rich land as can be found anywhere in the corn belt. It is all deep, rich, black soil. There is no timber except about 20 acres in the pasture. It will raise as much corn or broom corn as any \$150 or \$200 per acre land here in Cent. Ill. It is fairly well fenced, has good house, plenty of stable room, wind pump, feed lots, out-buildings, etc. Possession can be given March 1 or it can be sold or traded; rented for 2-5 the grain and \$4.00 for the grass; price \$85 per acre, subject to \$14,000 incumbrance at 5½%, and owner will consider good stock of merchandise or brick business building in Central Ill. U. S. Brokerage Co., Decatur, Ill.

## MISCELLANEOUS.

WANTED—Present address of Fred Faulkner, formerly manager of the Colorado-Nebraska Grain & Hay Co. Address I. B. Dunn, Box 1, Grain Dealers Journal, Chicago, Ill.

RICE MILL READY FOR OPERATION. Well located on two railroads; will sell at a bargain and on easy terms to responsible people. Address Jesse H. Jones, Commercial Bank Bldg., Houston, Tex.

MALT HOUSE for sale; good condition; capacity 400,000 bus. Located in Chicago. For further information address Malt, Box 1, Grain Dealers Journal, Chicago.

DRAIN TILE FACTORY FOR SALE—Up-to-date in every respect and operating very profitably. Make fine quality of tile, 4" to 24". All the orders we can handle. Address O. D. T., Box 1, Grain Dealers Journal, Chicago.

## BRAN FOR SALE.

LARGE FLAKY Winter Wheat Bran, sacked. H. H. Emminga, Golden, Ill.

## SITUATIONS WANTED.

WANTED—Position as grain buyer; 3 years experience. Can furnish references. Address Box 6, Dover, Minn.

SITUATION WANTED in cleaning or transfer house; 15 years, exp.; fully competent. References. Address W. P. L., Box 9, Grain Dealers Journal, Chicago.

POSITION WANTED as traveling auditor, by practical and experienced grain man. First-class accountant. Address Paris, Box 1, Grain Dealers Journal, Chicago.

SITUATION WANTED by a competent man of 10 yrs. exp., with A-1 ref.; as grain buyer and lumber salesman. Address Bert, Box 8, Grain Dealers Journal, Chicago.

WANTED—A position as grain buyer for a good line or independent elevator company. Have had experience as a helper; can furnish good references from reliable elevator companies. A. M. Ore. Ortley, S. D.

SITUATION WANTED in a country lumber yard, by a strong, honest young man, weighing 200 lbs., who is a willing worker. Give me a chance to demonstrate my worth. Address Ira P. Dean, Park Ridge, Ill.

WANTED—a position by a young man who has been in the office and weighmaster for 5 years in a Lakeport elevator, which has a capacity of 600,000 bushels. Have good recommends; can give best of references. A good penman, thirty years of age, and single. Address G. N., Box 12, Grain Dealers Journal, Chicago.

## MILLS FOR SALE.

SIXTY-BARREL Water Flour Mill in Eastern Nebraska, with all modern machinery; dam on rock foundation. Address N. Z. Snell, Lincoln, Neb.

FOR SALE 60 bbl. Plansifter Mill at Dry Ridge, Ky. Plenty wheat, fine grist trade. Rare chance for first-class miller who has little money. Address Robt. Taylor quick, Higginsport, O.

SIXTY-BARREL MILL for sale, in Northern Indiana. Good location, doing fine business. Everything in excellent condition. Fine opportunity for someone. Good reasons for selling. Address Steam, Box 1, Grain Dealers Journal, Chicago.

## HELP WANTED.

WANTED—Salesman to sell seed as a side line, in all parts of the United States. Address Wayne, Box 12, Grain Dealers Journal, Chicago.

SALESMAN WANTED—to handle wheat and buckwheat flour in Chicago and nearby territory. Splendid opportunity for a good man. Address Salesman, Box 10, Grain Dealers Journal, Chicago.

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WANTED—A competent business man with \$15,000 to \$25,000 cash, to take stock and active part, if desirous, in a profitable and well-established grain business. Address Draw, Box 834, Sioux Falls, South Dakota.

## ALFALFA MEAL FOR SALE.

We are booked ahead on ALFALFA MEAL. Let us send you sample and prices delivered. F. G. Olson, Wichita, Kas.

## MEAL FOR SALE.

STRAIGHT COB MEAL in car lots, cheap. Address Droge Elevator Co., Council Bluffs, Ia.

## COTTON SEED FOR SALE.

I HAVE a carload of improved Rowden Cotton Seed for sale. Write for prices. J. W. Overstreet, Wills Point, Tex.

## BUCKWHEAT FLOUR FOR SALE.

CHOICE pure Buckwheat Flour for sale. Prompt shipment. Miner-Hillard Milling Co., Wilkes-Barre, Pa.

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WANTED—Old torn bags, state quantity. Margolius Co., Norfolk, Va.

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GASOLINE engines for sale, 10 h.p. Temple Pump Co., 15th Place, Chicago.

FOR SALE—One fifteen horse steam engine, in good repair. Also thirty horse boiler. J. T. Darnielle, Piasa, Ill.

FOR SALE—One 25 H. P. Columbus Gasoline Engine; good as new. Price reasonable. Inquire of Versailles Grain Co., Versailles, O.

FOR SALE AT A BARGAIN, a \$450 Otto Gasoline Engine, horizontal action, 8½ H. P., 4½ ft. drive wheels. Address Uptide Co., Memphis, Tenn.

FOR SALE—One 8 H. P. Charter Gasoline Engine, new cylinder; good as new throughout. Address Engine, Box 11, Grain Dealers Journal, Chicago.

ONE 15 h. p. Ohio Gas Engine, with complete outfit; almost new; a bargain. Also one 4 h. p. Ohio Gasoline Engine, complete. Geo. Rinkenberger, Washington, Illinois.

BARGAINS in second-hand gas and gasoline engines, guaranteed; 44 H. P. Miami; 25 H. P. Fairbanks; 25 H. P. New Era; 22 H. P. Foos; 8 H. P. Ohio. For further particulars, address Frank Toomey, 181 N. 3rd St., Philadelphia, Pa.

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28 H. P. Fairbanks Morse.

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Also fifty engines of smaller size and all makes. A. H. McDonald, 62 West Monroe St., Chicago.

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**MISCELLANEOUS FOR SALE.**

GRAIN TESTERS: Three sizes, one pint, one quart and two quarts. Guaranteed correct, sent on trial. Write for prices. A. S. Garman Co., Akron, Ohio.

**COTTON SEED MEAL FOR SALE.**

COTTON SEED MEAL for sale. We can quote you low prices on best grades. Correspondence solicited. Union Grain Co., Guthrie, Okla.

PURE OWL BRAND COTTON SEED MEAL. Known everywhere for its high feeding qualities. Registered analysis. Write for prices and booklet on feeding. F. W. Brode & Co., Memphis, Tenn.

**MACHINES FOR SALE.**

'HESS GRAIN DRYER for sale. Comparatively new, at one-half original value. J. B. Worth Co., Petersburg, Va.

FOR SALE—Western Field Sheller; complete; new. Big sacrifice for cash. \$400.00 Rig. O. L. Gordon, Route 6, Robinson, Ill.

FOR SALE—New elevator leg boot, first-class condition, quarter-inch steel caulked water-tight. Top 18 ft. long, 19 ft. wide; bottom 9 ft. long, 8 ft. wide, depth 8 ft. Rosenbaum Brothers, 77 Board of Trade, Chicago.

FOR SALE—One B. S. Constant U. S. Corn and Oats Cleaner, capacity 300 bus. per hour; one Western Corn Sheller and Cleaner, combined, capacity 100 bus. per hour. Both in fair condition. Price reasonable. Write Geo. W. Moor, Letts, Ind.

CLEANERS FOR SALE CHEAP—One No. 5 Barnard & Leas Warehouse Separator; also one No. 4 Owens Superior general purpose Elevator Cleaner; both in good running order, replaced by larger machinery. The Amenia & Sharon Land Co., Amenia, N. Dak.

FOR SALE CHEAP—No. 2 New Process Corn Sheller, made by Marseilles Mfg. Co. Capacity 700 to 1,000 bus. per hour. Has never been used. Address Beardstown Lbr. & Grain Co., Arenzville, Ill.

WE HAVE for sale, two new Triumph corn shellers, cheap for cash. One complete outfit of machinery, rolls, beiting, elevator cleaners, etc., for a 100-brl. flour mill. Must be sold at once; very cheap for cash. One 50 H. P. Gasoline Engine, good as new, at less than half price. Grain Dealers Supply Co., 305 South 3rd St., Minneapolis, Minn.

No. 1 Barnard & Leas Willford Feed Mill, \$125.00; No. 000 Little Victor Corn Cleaner, \$60.00; No. 000 Little Victor Corn Sheller, \$75.00; No. 1 B. & L. Double Acting Sifter, \$35.00; Fairbanks-Morse 5-ton Wagon Scale, \$75.00. All the above have been used less than two months. Peters & Edholm Co., Omaha, Neb.

**MACHINES WANTED.**

NEW OR SECOND-HAND grain cleaner wanted, which can be run with a 5 h.p. engine. Barney Bunkers, Remsen, Ia.

MACHINES WANTED—Wanted, a 24" attrition mill and 150 bu. milling separator, hopper scale, power shovel, and elevator legs. What have you? Address Mitchell, Box 12, Grain Dealers Journal, Chicago.

**SCALES FOR SALE.**

SCALES for elevators and mills; low-cost prices. Chicago Scale Co., Chicago.

FOR SALE one pair of Fairbanks track scales, second hand. S. W. Allerton, Allerton, Ill.

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FOR SALE: New and second hand wagon, hopper and R. R. Track scales at reduced prices. All kinds of scales repaired. Beckman Bros., Des Moines, Iowa.

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FOR SALE—Cylinder Head for Corliss Engine 350 to 400 h. p. Rosenbaum Brothers, 77 Board of Trade, Chicago.

FOR SALE—25 H. P. steam engine and boiler, in fine condition. Address Burr, Box 11, Grain Dealers Journal, Chicago.

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Just as good as new, four 60 in. diameter, 16 ft. long, 58 flues, 90 h. p. boilers. Address South Chicago Elevator Co., 240 La Salle St., Chicago, Ill.

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**MILLING BUCKWHEAT** wanted. Prattsburgh Roller Mills, Prattsburgh, N. Y.

**CONSIGN US** your Kaffir Corn or ask for bids. Moore-Lawless Grain Co., Kansas City, Mo.

**WANTED**—Two carloads Beardless Barley. Mail samples and delivered price. John A. Salzer Seed Co., La Crosse, Wis.

**HOT AND DAMAGED CORN** of every description wanted. Address L. F. Miller & Sons, 2931 N. Broad St., Philadelphia, Pa.

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**MEDIUM clover seed** for sale. Get samples and prices. W. C. Raucsher, Lockridge, Ia.

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**ONE CAR Fancy Medium Red Clover** Seed at \$10.00 per 100 lbs. track, Ottumwa, Iowa. If interested, write for sample. Ottumwa Seed Co., Ottumwa, Ia.

**SEED FOR SALE**—Medium and Mammoth Clover, free from buckhorn; Alsike free from sorrel; also Timothy. Write for samples and prices. Nathan & Levy, Ft. Wayne, Ind.

**SEEDS FOR SALE**—Clovers, Timothy, Alsike, Millet, Red Top and other Field Seed. Write us for prices and samples, stating quantities wanted. The Illinois Seed Co., Chicago, Ill.

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**SOUND EAR CORN** for sale. Branch Grain & Seed Co., Martinsville, Ind.

**FOR SALE**—Oats and corn in car lots. Ask for quotations. Buckland Milling Co., Buckland, Ohio.

**DEALERS** wanting corn north and west will profit by inquiring of The Harrington Grain Co., Sioux Falls, S. D.

**MILLERS** wanting choice milling wheat of any variety can get their supply from The Harrington Grain Co., Sioux Falls, S. D.

**EAR CORN**—If you are in the market for white, mixed, or yellow ear corn, get our prices. J. G. Hermann & Co., Indianapolis, Ind.

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**NEW KAFFIR CORN** and Milo Maize will soon be moving. Drop us a card if you want our regular quotations. Western Grain Co., Wichita, Kan.

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**HAY**—50 cars Johnson Grass; can fill your order quick. Address W. C. Dysart, Melissa, Tex.

## SEEDS WANTED.

**FIELD SEEDS** and kaffir corn. Send samples. J. Oliver Johnson, Chicago.

**QUOTE US** Millet, Kaffir Corn, Milo Maize, Cane Seed. Address The Quaker Oats Co., Chicago, Ill.

**WANTED**—Red Top, Amber and Orange Cane Seed. Quote us. Doggett Grain Co., McKinney, Tex.

**PERSONS** desiring to sell sorghum seed or buy peas, cow peas, address T. H. Williams, Broad St., Atlanta, Ga.

**SEEDS WANTED**—Clover, Timothy, Blue Grass, Orchard, Millet, etc. Send samples, D. I. Bushnell & Co., St. Louis, Mo.

**WANTED**—Clover Seed. Will buy bad Buck-horn lots, and Clover tailings. Send fair, average samples, with bottom prices, or ask for bids. C. C. Norton's Sons, Greenfield, O.

**FIELD PEAS**, Scotch, Green and Yellow. Pop Corn, Kaffir Corn, Millets and Speltz. Send samples, quote prices, and give freight rates to Pontiac, Mich. Address The C. E. DePuy Co., Stockbridge, Mich.

**SEEDS WANTED**—Field Seeds, Clovers, Timothy, Millets, Pop Corn, Red Top, etc. Send samples and name quantity. You can have sample envelopes for the asking. The Illinois Seed Co., Chicago, Ill.

**SUNFLOWER SEED WANTED.** We wish to get in touch with anyone who has large or small quantities of sunflower seed for immediate shipment. Let us know what you have and we will make you a bid. Address Sunflower, Box 10, Grain Dealers Journal, Chicago.

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**T**HE Holiday season is over; most of us feel rejuvenated and are getting our business cogs adjusted for the biggest business in the history of trade. We feel optimistic. We believe 1909 will be a year of big things and are working with this in view. All signs point that way. The panic was over long ago. Buyers who have been waiting for the New Year are sending in their orders. Everything looks rosy.

A few sober moments should be spent in determining just what kind of machinery you are going to buy. The first thing is to decide what you need. The next is easy. You may buy new and untried machines, machines without a reputation or reputable establishment behind them. On the other hand you may buy

## INVINCIBLE

and know you are paying for skilled workmanship, honest value, and reputation of the best. Whatever else you do in 1909 don't let the word INVINCIBLE slip from you as long as you need cleaning machinery. It will pay you to

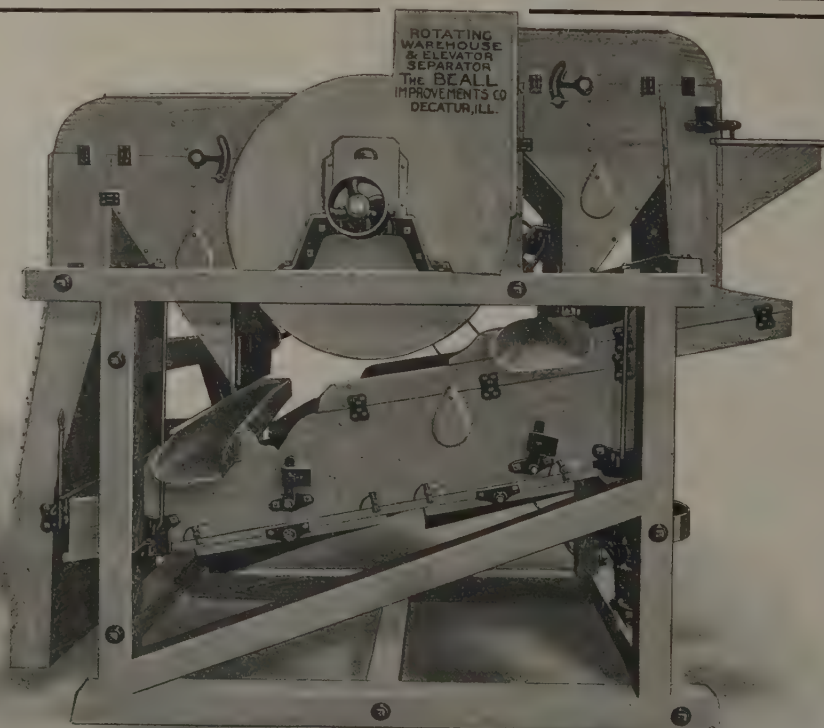
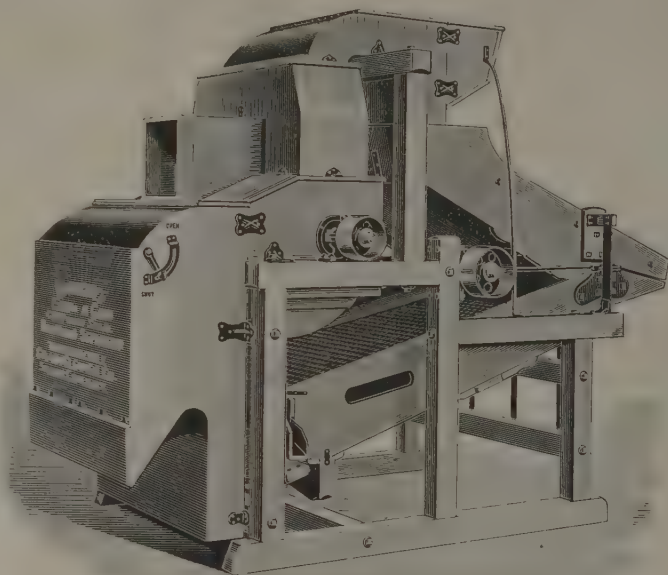
JOIN THE FAMILY IN 1909

INVINCIBLE GRAIN CLEANER CO., Silver Creek, N. Y.

—REPRESENTED BY—

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Southwestern Office: 225 Exchange Bldg., Kansas City, Mo.  
C. L. Hogle, 623 Board of Trade, Indianapolis, Ind.  
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Decatur, Ill.**

## GRAIN DEALERS JOURNAL

Published on the

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value of The Grain Dealers Journal as a medium for reaching the progressive grain dealers and elevator men of the country is unquestioned. The character and number of advertisements in its columns tell of its worth. If you would be classed with the leading firms place your announcements in the leading Journal.

The rate for Advertisements in the "For Sale" and "Wanted" Departments is 15 cents per line for each insertion.

#### Letters

on subjects of interest to those engaged in the grain trade, news items and crop reports are always welcome.

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GOLD MARKS SIGNIFYING QUALITY OF CIRCULATION HAVE BEEN AWARDED THE GRAIN DEALERS JOURNAL BY THE AMERICAN NEWSPAPER DIRECTORY

CHICAGO, ILL., JANUARY 10, 1909.

WHEAT BULLS admit receiving reports of damage by Hessian flies, but have not captured any flies.

THE SAND MAN who has heavy oats now experiences much trouble finding a buyer for his crop. The grain dealers are wise.

IN THE INTEREST of your business turn over a new leaf and keep posted. Profit by the experiences of your brother dealers and avoid repeating the expensive errors of others.

DRIERS have been found a much more profitable investment than was anticipated several months ago, as much corn, containing 20 to 24%, is arriving in some of the central markets.

BUY by the grades you sell by, then you will not be disappointed in the return of your shipments. A two-quart average sample of each car shipped, sealed in a mason jar will help to guide you in your grading.

ITINERANT PEDDLERS will need a license if the Illinois Retailers Ass'n gets the law desired. Itinerant buyers also should be required to take out a license and the people protected from their sharp tricks. Many towns now have ordinances levying heavy fees on both classes of offenders. More should collect such fees.

UNIFORM inspection rules were adopted by the Albany, N. Y., Board of Trade Dec. 28 and by the Cincinnati Chamber of Commerce Dec. 30, both to take effect July 1, 1909. Next!

NOTWITHSTANDING shippers have in most cases been promptly furnished with cars, or something that resembles a box car, for transportation, the agitation for reciprocal demurrage laws is being revived by the assembling legislators.

NASHVILLE will soon have an organized inspection, as well as a weighing department. The grain trade of Nashville has grown rapidly during recent years, and the late action of the Grain Dealers Ass'n. is but a belated recognition of the market's growing importance.

INQUIRIES for methods and cards for tracing grain shipments would seem to indicate that the railroad companies are not delivering grain with their usual promptness. Hence, shippers will find it to their profit to exercise more vigilance in pushing their shipments to destination.

THE MINNEAPOLIS Chamber of Commerce has decided to establish a grain car inspection department whose employees will visit inspection and elevator yards of the city and report on leaky cars, as has been done in other markets for several years. This innovation will surely prove of protection to country shippers and make Minneapolis a more attractive market to them.

CARRIERS can no longer charge freight on the minimum load of a large car, when shipper orders a small car and carrier furnishes the large one. The Interstate Commerce Commission has ordered all carriers doing an interstate business to insert such provision in their tariffs, so shippers will soon be relieved of the necessity of paying for large cars when they order small ones.

CARS LEAKING in transit are now being reported by a few of our readers, but we feel certain that if all would keep in mind the value of such information to their brother dealers, they would send us more reports. Cars leak in transit so frequently, we should receive many reports for every number. By sending us reports on the cars of your brother shippers that you see leaking, you encourage them to make reports on your cars. Let us hear from you.

THE NUMBER of closed elevators along the Great Northern Railways in the Northwest, is said to be larger than ever before, due partially to the early movement of last year's crop, but principally to the fact that many more elevators were built than were needed to handle the crop. If the railroad companies would grant sites only to those grain firms willing to agree to keep their houses open the year 'round, their rights of way would not be dotted with closed elevators.

MORE EVIDENCE has recently come to light on the objectionable features of the new uniform B/L and grain receivers of Central Freight Ass'n territory are busily engaged instructing shippers to have endorsed on B/L and W/B, permission to inspect grain upon arrival at destination. This latest interference with the trade customs long established, gives additional evidence that the interests of the grain trade were given absolutely no consideration whatever by the drafters of the new B/L.

AN IOWA FARMER, depending upon the grain dealers eagerness to capture all the grain of his territory, recently called upon Mr. Eaton at Penora and contracted the sale of 2,000 bushels of corn. After a time, he asked for an advance of \$90, and was given a check; but he talked so much, he aroused the suspicion of the buyer, with the result that he was captured and landed in jail. The wonder is that grain buyers who advance money to farmers without interest, are not more frequently imposed upon. Why continue the practice?

THE Grain Dealers National Ass'n. has instituted a vigorous campaign for new members and it is expected that the membership list will be greatly increased within the next few months. The new committees whose names are published elsewhere in this number, have taken up their work in earnest and the officers are determined to make the organization of greater value to the trade than ever. Dealers by joining the organization assist and facilitate the efforts of the officials to promote the common interests of the entire trade.

THE TWO last crops of oats have been of such inferior quality, a move is now on foot to induce Congress to permit the free importation of oats intended for seeding purposes. The present duty of 15c should not be sufficient to discourage farmers who wish to ship in oats of superior quality, but it does. Those first to improve their seed and secure crops of greatly improved grain will realize a handsome premium from the sale of their oats, because other farmers will be anxious to secure the increased yields and the improved quality.

MANY new grain car doors are being patented in the hope of reaping the rich harvest which awaits the successful patentee. We feel certain that the time is near at hand when the old-time weak grain door, so long used to facilitate the scattering of grain along railroad tracks, is soon to be a thing of the past. Not because the railroad companies are dissatisfied with the results attained, but because lumber is becoming too expensive for them, and the grain shippers seem to be just as profligate in the waste of grain door lumber as they are in wasting their own grain.



PORTLAND'S Board of Trade is making a valiant fight for publicity of market quotations and honesty in dealing with the grain trade tributary to that city. It seems that the old Exchange which was controlled by a few large buyers, has always kept the quotations made thru sale on its floor, secret, so that country shippers could not form a correct idea of real values as reflected by the supply and demand in that market. The Board of Trade merits the support of everyone identified with the grain trade, who believes in a square deal.

CAN IT BE that some railroad freight officials are attempting to procure business by knowingly quoting a lower rate than the legal rate, and with the full knowledge that, notwithstanding such a quotation, they can and must collect the legal rate from the shipper? So many railroad officials are making errors of this character that it would seem advisable for shippers to publish each case, so that the members of the grain trade may know what officials are seeking to impose upon them and thereby avoid suffering additional losses. If you have suffered a loss thru error (?) of rate clerk, send us a statement of the facts, for the benefit of your fellow shippers, and help to check the careless and tricky rate quoters.

SOME of the older grain dealers, who have seen many automatic scales placed upon the market and withdrawn are dubious as to the reliability of the automatic scales placed on the market during recent years; but the younger and more progressive elevator men are quickly taking advantage of the improved facilities offered and determining accurately the amount of grain loaded into every car. Large orders have been placed, both for country and terminal elevators, and we feel certain that the time is not far distant when every elevator will be provided with shipping scales. In fact, under the present Interstate Commerce law, railroads find it necessary to exercise extreme caution in paying claims for shortages in grain shipments. With a general recognition of the reliability of the perfected automatic scale must come the equipment of every elevator now struggling along without shipping scales, and their number is legion.

THE TIE VOTE affirmation of the decision of the lower court in the famous Alton rebate case leaves the carriers and the shipping public all at sea as to the legality of giving and receiving compensation for the use of short switches or terminals of the shipper. The Alton made an allowance to a Kansas City packer for the use of a mile and a half of switch track which the packing company owned, and suit was brought by Attorney General (now Justice) Moody, who has refrained from sitting in this case. In view of the tie vote on this very important question, no doubt the Department of Justice will join the railroads in a petition for a rehearing. If unreasonable compensation for terminal facilities of this character are to be permitted, it is quite certain that all large corporations will make an effort to locate all new industries so as to necessitate their providing their own terminals, because it will be profitable for them to do so.

#### LIABLE FOR DAMAGE TO FREIGHT BY FLOOD.

Grain shippers everywhere will take particular delight in reading of the successful suit of J. W. Smith & Co. of Pittsburg, Pa., against the B. & O. R. R., for the destruction of four car loads of oats which the railroad company allowed to remain in its low yards at Allegheny City, during the flood of March, 1907.

Many other Pittsburg dealers, as well as Western shippers, suffered losses by the rank carelessness of the same road during that flood and most of them have started suits to collect what is rightly due them.

The B. & O. Yards at Pittsburg and Cincinnati seem to be poorly located, as shippers have suffered heavily every time the Ohio River has gone on a rampage.

The plaintiff in the case cited above has been awarded a verdict in full by the different courts and the decision has been sustained by the Supreme Court of Pennsylvania, so the oats will no doubt be paid for, as they should have been long ago. The court held that "the defendants' employees were not required to guard against a rise of water not reasonably to be expected, but they knew that floods in which the river rose over 28 ft. were not unusual." In view of employees' knowledge, the court held that the employees' negligence was properly a question for the jury.

The Pittsburg grain dealers have stood together in this fight and nearly every one of them is affected directly. Some have suits pending in Ohio and this splendid victory in Pennsylvania will encourage them to stand together and force a recognition of their rights upon the offending carriers.

#### STILL WORKING FOR FEDERAL INSPECTION.

Senator McCumber of North Dakota, who has brot out new inspection bills at every session of Congress and discovered new customs in a trade he knows little about, seems determined to satisfy the spite of North Dakota grain growers against the Minnesota inspection authorities. His latest inspection measure is said to have been copied after the Dominion of Canada inspection bill, which establishes standards and leaves nothing for inspection officials to do, save enforce the law.

In the hope of helping the venerable Senator in his effort to interfere with those engaged in the grain business, the foreign agents of the Agricultural Dept. seem to have been soliciting formal complaints from foreign buyers of American grain, for such are being circulated in hope of influencing Congress to enact a Federal inspection bill which shall place the work under the control of the Dept. of Agriculture.

If the foreigners are suffering such losses as they complain of, they should prevent American exporters from imposing on them by paying a fraction of a cent more and inducing seller to guaran-

tee delivery of the quality sold. The cost of such guarantee is so small we cannot help but believe that if the foreign buyers were really suffering from the delivery of grain other than they buy, they would buy grain delivered only. The whimsical complaints repeated by the Agricultural Dept. would seem to indicate that the foreign purchases had arrived on a falling market.

The progressive men in the American trade are just as anxious to obtain uniform rules and uniform gradings as the foreign buyers and they are working earnestly to bring about the general adoption of uniform rules by all the inspection authorities of this country. The progress made so far gives much encouragement for a splendid start on the 1st of next July. Uniformity, rigidly maintained in all markets, would do far more to simplify the business and reduce disputes to a minimum than could ever hope to be attained by the cumbersome machinery of the Federal Government.

#### SHORTAGE CLAIMS NO LONGER SUBJECT TO DEDUCTION.

Grain shippers in all parts of the country will be pleased to hear that practically all the railroads in the territory east of the Mississippi and north of the Ohio river, have adopted a new rule on claims for shortages, which abolishes deductions for what is known as "natural shrinkage," and henceforth each claim will be settled on its merits. The arbitrary rule, requiring deduction for the so-called "natural shrinkage" were unreasonable, unfair, and could not be justified by any carrier, altho many freight officials were asked to defend the practice and to explain how they arrived at the percentage of "natural shrinkage" on the different kinds of grain.

The new rule, recently adopted by the Central Freight Ass'n., bearing on the settlement of shortage claims, is as follows:

"Grain in bulk, forwarded all-rail, claims for shortage, will not be entertained unless it is demonstrated that such shortage is the result of wreck or defective equipment or transfer of the grain by the railroad companies en route, or other causes for which the carrier is liable.

"If claims for shortage are properly payable as a result of the foregoing contingencies, the full amount will be paid and the claimants will not be called upon to deduct the percentage from their claims as representing natural shrinkage."

This action by the Eastern roads will surely discourage Western roads from any further attempts at settling shortage claims by rule. As soon as the railroad officials who have authority to deal with such questions, investigated the matter, they quickly learned the condition of grain, weather, and equipment bid defiance to the arbitrary rule and so weakened the position of carriers seeking to exact  $\frac{3}{4}$  to  $\frac{1}{2}$  of 1% deduction from shortage claims, that they decided the easiest way out of the difficulty was to abolish the rule and settle each claim on its merits.

## RATES QUOTED IN ERROR.

Frequent complaints of grain shippers of losses sustained thru error of freight agent in quoting rate would seem to indicate that some freight officials may be attempting to create business for their lines by quoting rates lower than the legal rate, altho they know full well that a higher rate will be collected. While it would be difficult to prove that any railroad agent had knowingly quoted a rate lower than the legal rate, still a comparison of losses by suffering shippers might disclose enough errors of this character to support successfully a suit for damages.

Recently we have published letters from a number of shippers who have suffered loss thru being misled by error of freight agent in quoting rates. No doubt many other grain shippers have suffered in the same way and we shall probably hear from them later.

The courts and the Interstate Commerce Commission are agreed that the only legal rate is the one filed with the Commission and the only one which can be accepted for the transportation of freight.

In the case of the A. J. Poor Grain Co. vs. the C. B. & Q. Ry. Co., U. P. R. R. Co. and So. P. Co., the Interstate Commerce Commission decided last year as follows:

**A. J. Poor Grain Co. vs. C. B. & Q. Ry. et al.**

The published rate governing transportation between two given points, so long as it remains uncanceled, is as fixed and unalterable, either by the shipper or by the carrier, as if that particular rate had been established by a special act of the Congress. When regularly published, it is no longer the rate imposed by the carrier, but the rate imposed by the law.

Regardless of the rate quoted or inserted in a bill of lading, the published rate must be paid by the shipper and actually collected by the carrier. The failure on the part of the shipper to pay or of the carrier to collect the full freight charges, based upon the lawfully published rate for the particular movement between two given points, constitutes a breach of the law and will subject either one or the other, and sometimes both, to its penalties. Not even a court may interfere with a published rate or authorize a departure from it when it has voluntarily been established by the carrier.

While shippers largely rely upon the rates quoted by freight agents and billing clerks, the law charges them with knowledge of the lawful rates. And they will not be heard, before this Commission, to claim the benefit of a lower than the lawful rate on the ground that some railroad clerk has made a mistake in quoting a lower rate for a particular shipment. To permit shippers to impute negligence to carriers in quoting rates, and on that ground to enjoy the rate quoted instead of paying the lawfully published rate, would open a way for the payments of rebates and might, in practical results, work a repeal of the law.

If a carrier is contrary to shipper's instructions, forwards cars by a more expensive instead of a cheaper route, or, without any instructions, sends the cars by the more expensive route, such action is *prima facie* without justification and constitutes a fair basis for reparation; but if the shipper gives definite instructions to move the cars by the more expensive route, the carrier is relieved of the obligation to forward by the cheaper route. *Pankey v. R. & D. R. Co.*, 3 I. C. C. Rep., 33, cited and approved.

In Interstate Commerce Commission's booklet on Legal Rates, written by Commissioner Franklin K. Lane, he said: **Rates Filed With Commission the Only Legal Rate.**

As it is no longer within the prerogative of the freight agent to agree to give a

rate, he does not add the slightest validity or sacredness whatever to his quotation of a rate by writing the same in a bill of lading. The shipper obtains transportation by right of law, and the rate charged is not the result of contract, but is fixed and determined under a required legal form.

In support of this view, we find that the decisions are imperative that every carrier, subject to the act to regulate commerce, must charge the rate shown in its published tariffs, even tho (1) a different rate be shown in the bill of lading, or (2) a different rate be quoted to the shipper by the agent of the railroad, or (3) a different rate be agreed to by both carrier and shipper in a written contract, or (4) a different rate be declared by the courts to be the reasonable rate.

(1) In *Gr. Colorado, etc., v. Hefley*, 153 U. S. 93, the Supreme Court of the United States decided that on an interstate shipment, the carrier must collect the rate named in its regularly published tariff, even tho the lower rate had been named in the bill of lading. This case arose in Texas, in which State a statute made it unlawful for a railroad company in that State to charge a greater sum for transportation of freight than the sum specified in the bill of lading. The Supreme Court held that under the act to regulate commerce, the published tariff must be observed, and that the Texas statute must give way as to all interstate shipments.

(2) In *Texas & Pacific Railway v. Mugg*, 202, U. S. 242, the Supreme Court reaffirmed the decision in the Hefley case and applied it to a case in which the agent of the railroad at the point of shipment had quoted to the shipper a lower rate than the one set forth in the published tariffs. It was again decided that the incorrect quotation did not serve to vary the published tariff or to give the shipper a right to forward goods at the lower rate.

(3) In *Armour Packing Company v. United States*, 153 Fed. Rep., 1, it was expressly held that a written contract for a rate lower than the published tariff could not be observed by the parties without making them criminally liable for breach of the act to regulate commerce. This case is made the stronger by the fact that the contract was legal at the time it was made, the rate named in it being according to the then legally published tariffs of the carrier. These tariffs were afterwards amended by the carrier, and an increased rate named. The court held that the amendment to the tariff would supersede the contract, and heavily fined the shipper who shipped under the contract after the tariffs had been amended.

(4) In *Texas & Pacific Railway Company v. Abilene Cotton Oil Company*, 204 U. S. 426, decided by the Supreme Court of the United States, in February, 1907, it was held that even the fact that the rate named in the published tariff is unreasonable in amount, and has been so declared by a court, will not justify the carrier in paying or the shipper or receiving a refund or reduction from such rate. As in the other cases cited above, the court held that the published rate must be enforced upon all alike until it has been changed in the manner provided by the act to regulate commerce, and that proceedings to have a published rate declared unreasonable in amount must be brought in the first instance before the Interstate Commerce Commission.

It thus appears that the rates named in published tariffs may not, so far as interstate shipments are concerned, be varied by any arrangement between shippers and carriers, whether oral or written, or by State legislation or by court proceedings, except as such proceedings may be necessary under the act after an order has been made by this Commission. It may be added that if the Commission were to undertake to authorize departure from published rates, such authorization would in no wise protect either the shippers or the carriers depending upon the same, because such authorization would be outside of any powers given the Commission by the act to regulate commerce.

In "Letters from Dealers" this number will be found other complaints from dealers who have suffered thru freight agent's error in quoting rates and in our report of the Ft. Dodge meeting will be found the bill proposed by the National Industrial Traffic League to remedy this defect in the present commerce laws and protect shippers from blundering rate clerks.

At present the freight tariffs are too numerous, contradictory and confusing to

place the legal rates within the grasp of the average grain shipper. He can not determine the legal rate with any certainty, so he must depend upon the carriers' agents who are supposed to be experts in that line.

The purpose of the new bill, which merits the hearty support of all shippers and shippers' agents, is to require that where the agent of the carrier quotes a rate in writing or inserts a rate in a B/L his company shall be responsible therefor and in the event of an erroneous quotation shipper can get relief thru the Interstate Commerce Commission. It is designed to provide the necessary safeguards so as to prevent collusion between shipper and carrier's agent and the frequent quoting of the wrong rate will probably result in carrier or its agent being fined heavily. Unless some punishment is provided soon, a continual increase in errors in quoting rates may be expected. Shippers who are unable to determine the legal rate before shipment are just as helpless afterwards and errors can be made against them with no fear of their being discovered. If the errors are found, all that can be asked of the carrier is the refund of the amount of the overcharge, and in order to get this the payment must receive the O. K. of the Commission.

The law against discrimination is unfair because it provides no penalty for carrier which discriminates against a shipper by overcharging him. If it discriminates against a shipper by granting, either intentionally or thru error, a lower rate to another shipper, it and the favored shipper are both liable to severe penalties, but no penalty is provided for discriminating by charging one shipper more than the legal rate, unless it be done so knowingly. The discrimination is just as effective so far as the favored shipper is concerned whether he be granted a reduction in rate of two cents or the unfavored shipper be charged two cents in excess of the legal rate. Overcharging one, two or more shippers does not injure the business of so many as if the same shippers were under charged the same amount, but it is discrimination pure and simple and merits severe punishment for the carrier and reimbursement for the sufferer. It should be incumbent upon carrier's agents to know the legal rate, and penalty provided for charging or quoting any other, either more or less.

"INSPECTION PERMITTED" must be written on all order Bs/L in shipments of grain to terminals in Central Freight Ass'n. territory, else the punctilious railway officials will refuse to permit inspection of grain until B/L is delivered. It should be written on the W/B as well as on the B/L, because, oftentimes B/L does not arrive at destination until after shipment arrives. Some bankers, in order to collect on draft against a B/L, oftentimes send it by a long circuitous route, to the detriment of the drawer's interest.



## Asked— Answered

[Readers who fail to find information desired on any subject of interest to grain dealers should send us their query for free publication here. The experience of your brother dealers is worth consulting. Replies to queries are solicited.]

### NEW RULE OF ROADS ON INSPECTING GRAIN UNDER ORDER B/L.

*Grain Dealers Journal:* The railroad companies are considering withdrawing the privilege of inspecting grain shipped to the order of the shipper without surrender of the B/L. Heretofore we have had the right to have all such shipments inspected before we lift bill-of-lading. They seem to be hesitating about whether or not they shall recognize the official inspector of the Exchange as a public inspector.

Can the Journal give any information as to what they are doing in Chicago and other cities?—R. S. McCague, Pittsburg, Pa.

*Grain Dealers Journal:* It is the practice at Chicago to inspect all cars of grain reaching the Chicago market, whether billed to shipper's order or a straight consignment, whether going to a public elevator, private elevator or individual.

Even tho a car be marked "Not to be inspected" the employees of the Illinois State Grain Inspection Department will break open a car believed to contain grain and make an inspection.

Should the railroads make any ruling against inspection until after draft had been lifted on cars billed shipper's order this department will pay no attention to such ruling, acting under the authority conferred by the Illinois statutes.—W. Scott Cowen, Chief Grain Inspector, Chicago, Ill.

*Grain Dealers Journal:* In relation to the breaking of seals on cars of grain for inspection in this market, the chief inspector informs me that the custom is for the railroad employees themselves to take a record of the seals and break them, and that the inspectors then grade the cars, after which cars are re-sealed by the railroad people; therefore the question raised has never arisen here.—W. J. Langson, Sec'y Chamber of Commerce, Milwaukee, Wis.

*Grain Dealers Journal:* We have no knowledge of any such position taken by the railroads in this city, in regard to denying inspectors the privilege of breaking seals and grading grain prior to presentation of Bs/L. Our inspectors pursue such actions without any interference, it being understood that wherever such seals are broken, there is resealing in all such instances.—C. B. Murray, Superintendent, Chamber of Commerce, Cincinnati, O.

*Grain Dealers Journal:* Because of a certain clause in the new order uniform B/L, shippers billing grain or seed to Toledo to their order should write on shipping bill and request agent to put on waybill "Inspection allowed before surrender

of original bill of lading." If this is not done, the shipment cannot be inspected until we can get the B/L to the railway, which oftentimes is one, two and even three days after shipment has arrived. In doing the above there will be no delay or chance of demurrage and yet it'll be impossible for us to get possession of stuff until we furnish B/L.—J. F. Zahm & Co., Toledo, O.

*Grain Dealers Journal:* A circular issued jointly by the L. S. & M. S. Ry., the D. A. V. & P. and the L. E. A. & W. R. R. requires that the original B/L be surrendered before the inspection of either grain or seed. This will create a hardship for both the shippers and receivers for some time. Shippers should fall in line at once, and note on their bills of lading, "Inspection allowed before surrender of original bill of lading." When new methods like this are put in effect, it is better to make the best of it, rather than complain.—Southworth & Co., Toledo, O.

### Quick Moisture Test for Grain.

Ever since the Agricultural Dept. of the Federal Govt. brot out its 12-hour moisture tests for determining the percentage of moisture in grain, efforts have been made by different experts to reduce the time required to determine the moisture content of grain. It remained for Prof. Anthony Zeleny, of the University of Minnesota, to devise a practical tester which should perform its work accurately and quickly.

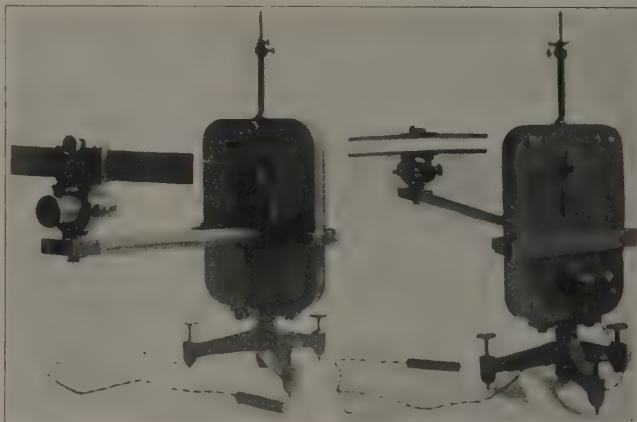
He found that two points of dissimilar metals when pushed into corn would with the moisture present form an ordinary electric battery whose power to produce a current thru a galvanometer depends upon the amount of moisture. For the purpose of making these tests he made a double electrode which is shown by engraving given herewith, using one point of copper and the other of zinc, these being held in a hard rubber in-

sulating handle and the points connected with a galvanometer by copper wires. He then obtained a number of samples of grain whose moisture content had been accurately determined by boiling in oil, and by pushing the points of his electrode into the soft germ, he was able to determine the actual deflections of the galvanometer due to the different percentages of moisture in the grain. Thru repeated tests and experiments, he devised an accurate scale, divided to show the percentages of moisture in corn, by tenths of one per cent so that when the electrodes are inserted in the germ of the kernel, the galvanometer immediately indicates the moisture content in per cent. Almost any galvanometer may be used, Prof. Zeleny's invention consisting of the scale and the electrode, which he uses in conjunction with galvanometer.

Last week the Professor delivered an address describing his new invention before the American Association for the Advancement of Science in Baltimore. He has applied for letters patent on his invention and no doubt, the device will be offered to the grain trade in the near future.

For determining the percentage of moisture in wheat, barley, oats, and other small grain, it will be necessary to have an electrode of a different form, and preferably to reduce the grains to meal before bringing the points of the electrode in contact with it. It would also be necessary to have a different scale for the other grains, as the deflections of the galvanometer would probably be different with the other grains, as the conditions are different. However, it is a very simple matter to remove one scale and insert another.

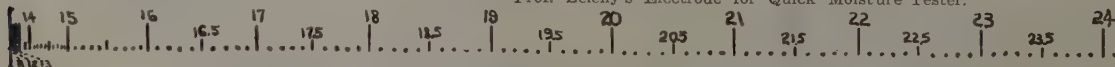
For tests where a high degree of accuracy is not required the double electrode shown above may be replaced by one having plates in place of points, which are pressed not into the individual kernel or the ground meal but into a vessel containing a quantity of the grain.



Two Views of Galvanometer Equipped Zeleny's Scale and Electrode.



Prof. Zeleny's Electrode for Quick Moisture Tester.



Prof. Zeleny's Scale for Measuring Deflections of Galvanometer by Moisture in Grain.

# Letters

## From Dealers

[Here is the grain dealers forum for the discussion of grain trade problems, practices and needed reforms. When you have anything to say of interest to members of the grain trade, send it to the Journal for publication. It may draw out the views of others.]

### AGENT HONESTLY MISTAKEN.

*Grain Dealers Journal:* We know of one instance where the agent quoted one rate and a higher rate was collected; but we believe the agent was honestly mistaken. We think our roads would not knowingly misquote the rate.—Burks Bros., Centralia, Mo.

### QUOTED THRU INSTEAD OF LOCAL RATE.

*Grain Dealers Journal:* We have had no trouble in having rates misquoted on grain. Our only trouble was on some onions shipped from Wabash Railroad points to Baltimore. The agent quoted us the thru rate and then the company would not let shipment go without 5c additional per 100 freight caused by charging local rate.

We think this was purely a mistake on the part of the agent, which caused us considerable loss.—Campbell & Co., Kendallville, Ind.

### MANAGERS OF SOME FARMERS COMPANIES POORLY PAID.

*Grain Dealers Journal:* I have handled corn from three shellers, wheat from two threshers, grain from one farmer hauling from his bin and weighed two cars of hay, all in one day. I have done it alone with my grain office 100 ft. from the dump, all for the magnificent sum of \$55 per month, and had to pay my extra help out of that if I got any at all. At this I earned my company 28% per cent on the \$5,000 capital.

It appears that a short space in the *Grain Dealers Journal* devoted to the interest of the managers of the various farmers institutions would be almost a charitable act, for a large percentage of them are underpaid for the brain-racking and physical labor they are compelled to perform.—Beecher Jacks, mgr., Adrian Elevator Co., Adrian, Ill.

### AGENT'S QUOTATION SHOULD BIND CARRIER.

*Grain Dealers Journal:* I had a costly experience about three years ago, when operating a new elevator at a new station named Andres, located on the I. I. & M., about 16 miles southeast of Joliet.

I was hampered a great deal in properly marketing my grain. Finally my commission firm asked me why I did not ship my grain to Chicago, and I replied that the freight rate was too high. They replied that they thought it was 3 cents. I then wrote them that if such was the rate I would gladly bill my grain to Chicago. Two days after I was informed by them that the M. C. rate clerk had told them that the rate on grain from Andres to Chicago was 3 cents.

I then billed grain to Chicago and had started nine cars, but when I received account sales for the first cars shipped I

saw that I had been charged 6 cents instead of 3 cents, so that this error cost me \$156.70. Of course I made complaint, but was told that an error had been made in quoting the 3-cent rate.

If a shipper must bear the loss incurred by the mistakes of the agent of a railroad company it is a direct violation of the rule in law that a principal is bound by the acts of his agent, and should be remedied.—C. J. Meyer, Frankfort, Ill.

### SOME EXPERIENCES AND CONCLUSIONS.

*Grain Dealers Journal:* During the early December bulge in wheat I sold to a well-rated Toledo firm three cars of 2 Red, Toledo inspection. Two cars were loaded with well-cleaned but not hand-picked red wheat, one testing 59 and the other 60 lbs. which I believed wud inspect 2 Red in any market. With a four cent drop in market both were reported as grading "Sample," and a reduction of ten cents per bushel was suggested as being about the proper value.

I promptly wired the firm to buy 3 cars Toledo 2 Red and remit the difference. This it declined to do, claiming that the wheat was sold on a thru freight rate.

I then offered to stand for any loss which the eastern millers might suffer from increased freight charge due to having the shipment originate in Toledo instead of southwestern Michigan. This was also declined.

Convinced that in this case a square deal cud not be had in Toledo and determined that no receiver there shud profit from this particular shipment, I canceled the sale and started the cars home via Detroit, where both graded 2 Red and sold at the top of the then lower market.

This left the Toledo firm in presumable position to fill their sale at an additional profit of about four cents per bushel, especially if a Michigan shipper cud be found to undertake it. Does anyone think that if the market had advanced four cents between time of sale and inspection and the wheat had then missed grade the buyer wud have neglected to call for the difference? My experience certainly does not suggest it.

The best refutation of any defence which may be offered for the supercritical inspection is samples of the identical wheat taken at random from each hundred bushels as it was spouted into cars, which I will be glad to submit to any fellow shipper to compare with any he may be thinking of shipping; also the fact that with all the prejudice which accompanies a shipment which has misgraded in any market these cars went to the nearest inspecting market, with no one to receive or look after them in any way, and graded 2 Red.

The conclusion of the Toledo deal came with the return of the papers. There was a charge for interest and inspection which it is presumed were legitimate, tho the so-called "inspection" had already cost me about \$200; also a charge of over \$5 for exchange, tho I had already paid the regular charge of \$2 and was entitled to a free return thru the same source, but the thrifty firm returned the drafts thru another bank which evidently charged more than double the usual rate.

The whole transaction again suggests the desirability of maintaining (so far as courts may permit) a "blacklist" for the benefit of country shippers, those

who originate shipments and have not the advantages of recognized inspection and weighing. This cud easily be accomplished by being organized and maintaining a secretary to whom all unsatisfactory deals shud be reported, giving names and all necessary details, this to be transmitted by him to all members, who wud then know what markets or firms to avoid. Had the writer been thus forewarned of this firm at Toledo he might have been spared considerable annoyance as well as financial loss. This course well followed wud eventually tend to cause unfair dealers either to reform or retire from lack of victims to prey upon.

Having been assured that none of the Toledo mills wud buy "sample" wheat and that it was very hard to dispose of at all, also that the "in" and "out" inspection were exactly the same I began to take notice of the reported inspections. On the first day of a total of 11 cars of wheat received, 5 graded "sample", which at 10 cents per bushel wud net a neat little loss to the unfortunate shippers for the day and (if the wheat was really as good as my own) a corresponding profit to the receiver. A letter to authorities asking for the number of cars of "sample" wheat received in Toledo elevators and the number of same shipped out during the past 3 months remains unanswered up to this date. An authoritative statement might relieve a possible suspicion that some of the wheat which went in as "sample" came out as 2 Red. At least the writer has known of cases, more especially with shelled corn shipped out from grading markets whose inspection and weights were final, in which the inspectors and weighmen had evidently erred most grievously and short sightedly in attempting to serve their masters too well. If any such condition exists in the Toledo market it behooves the reputable dealers to see that it is promptly righted.

If there is any means by which eastern millers can obtain better freight rates on long hauls and from non-competing points than can be had on short hauls with several competing roads, there are many who wud like to learn how it is done.

Speaking of railroads brings to mind the fact that shippers shud get very busy with their representatives in both congress and legislature to secure a just reciprocal demurrage law in place of the one-sided railroad made rule now in force. The fact that actual shippers form so small a per cent of the voting population necessitates the more vigorous action on their part.

It is not presumed that this feeble protest will immediately result in any great reforms, but if it aids even one fellow shipper in avoiding unpleasant experiences I shall feel repaid for the effort.—A. E. Lawrence, Decatur, Mich.

An improved method of maintaining an efficient corps of township correspondents has been adopted by the Bureau of Statistics of the Department of Agriculture and persons who thru failure to furnish prompt and full reports have shown a lack of interest in the work have been dropped from the rolls. The result has been a material improvement in this branch of the crop-reporting service, the average number of reports received in time for tabulation having increased from about 50 per cent of the total in 1905 to about 70 per cent in recent months.



# Crop Reports

## Illinois.

Frankfort, Ill., Jan. 7.—The quality of corn and oats marketed is good, but the quantity is small.—C. J. Meyer.

Galesburg, Ill., Jan. 8.—Corn fair along the Santa Fe in Illinois, farmers holding for 60c, which feeders are paying. No corn moving on Santa Fe from Ft. Madison, Ia., to Galesburg, Ill.—C. A. Johnson, Ft. Madison, Ia., with W. H. Perrine & Co.

Illinois, Jan. 6.—Forty-five stations report 36% of corn and 67% of the oats crop has been moved. Average advance necessary to bring out corn, 6c per bu. Two say farmers will sell at present prices, and two say a decline will bring it out. Illinois reports show more uneven conditions, both as to quantity and quality, than Indiana or Ohio. Most of them say quantity somewhat less than last year, very few report more. Quality generally reported better; few not so good, and some as excellent.—Townsend-Ward Co., Cleveland, O.

## Indiana.

Willow, Ind., Jan. 5.—We have an average acreage of wheat sown and it is looking fairly well.—Thomas, Kinder & Co.

Indiana, Jan. 6.—Twenty-eight stations report 37% of corn and 76% of oats crop has been moved. Average advance necessary to bring out corn, 7½c per bu. One report states that farmers will sell at present prices and one says they will hold until after planting. Present crop runs from 50% more to 50% less than last year. Every report says quality excellent.—Townsend-Ward Co., Cleveland, O.

## Iowa.

Delta, Ia., Jan. 8.—Crop fair; oats nearly all shipped; some corn yet to be shipped.—Homer Richardson.

Matlock, Ia., Jan. 7.—The cold weather has checked the movement of grain in this section of the country. Thermometer down to 30 below, with a little snow.—D. R. Miller.

Ventura, Ia., Dec. 14.—Corn yielding much more than last season; no corn raised in 1907; quality good; 25% will grade No. 3. Farmers not disposed to sell under 50c; 48c for No. 3 corn.—W. J. Lenord.

Geneva, Ia., Dec. 11.—Corn yielding 10 bus. per acre more than last season; quality 75% better; 75% will grade No. 3; 50% of this year's crop will be marketed by Jan. 1; 48c for No. 3 corn.—E. A. Page.

Wesley, Ia., Dec. 15.—Corn making a yield of 30 bus. per acre; quality fair; early planting good; 35% of this year's crop will grade No. 3. Movement very light; 47c for ear corn.—R. L. Klinepeter.

Union, Ia., Dec. 9.—Corn quantity 25% better than last season; quality 25% better; 60% of the new corn will grade No. 3. Movement light; farmers mostly disposed to hold; 50c for No. 3 corn.—H. C. Moore.

Des Moines, Ia.—The Iowa State Crop report estimates the yield of corn at 30,873,000 bus. or 10,000,000 bus. over the 10-year average and 31,600,000 bus. more than last year. The oats crop was 112,830,000 bus., against 110,443,000 bus. last year.

Pioneer, Ia., Jan. 6.—One feeder in our district advertised for 50,000 bus. of corn, another for 30,000, and another for 8,000 or 10,000 bus. The two first parties live at Humboldt, 15 ml. from our town. This will not take much corn around our town, but will take a lot of surplus corn from our county. Feeders are offering 50c per bu. for corn.—Wittman & Ehmkc.

## Kansas.

Ellinwood, Kan., Jan. 9.—The wheat is nearly all brot to market. Growing wheat looks healthy but it is small; some fields are reported to have hessian fly. Corn is of very good quality and will probably handle a little more than last year.—K. R. Mohr.

## Michigan.

Lansing, Mich., Jan. 8.—In answer to the question, "Has wheat during December suffered injury from any cause?" 34 correspondents in the State answer "yes" and 503 "no," and in answer to the question "Has the ground been well covered with snow during December?" 328 correspondents answer "yes" and 264 "no." The total number of bushels of wheat marketed by farmers in December at 122 flouring mills

was 170,450 and at 108 elevators and to grain dealers 166,463, or a total of 336,913 bushels. The estimated total number of bushels of wheat marketed in the five months, August-December, was 5,500,000.—Frederick C. Martindale, Secy of State.

## Minnesota.

Ada, Minn., Jan. 7.—Weather cold, and 75% of the crop marketed.—D. H. Fulton, agt. Thorpe Eltr. Co.

Minneapolis, Minn., Jan. 6.—Figures which we have collected from various sources in Minnesota and the two Dakotas show that there was Jan. 1 in farmers' hands and country elevators in excess of seed requirements: Wheat and durum, 25%; flax, 7%; barley, 14%; oats, 13%. It is quite noticeable that the elevators in Northern Minnesota and North Dakota anticipate disposing of a large percentage of their oats and barley at home and that they will have very little for market. Managers of all houses seem to look on the flax crop as pretty well out of farmers' hands. All reports indicate that there was more fall plowing done than ever before and that the character of the work is much better than usual.—Van Dusen, Harrington Co.

## Missouri.

Sumner, Mo., Dec. 28.—Wheat is about all in and there will be very little if any corn to ship from here this year.—Sumner Milling Co.

Mercer, Mo., Dec. 28.—Farmers holding corn will not sell for less than 50c or better. There is a good demand from feeders in Missouri south of us.—Alley Grain Co.

Missouri, Jan. 8.—The corn crop is light along the Santa Fe in Missouri. Farmers are all disposed to hold, and conditions are the same along the Wabash in Missouri.—C. A. Johnson, Ft. Madison, Ia.

Luray, Mo., Dec. 28.—About all of the oats are cleaned up. We may get one car in April. No wheat or rye. Will possibly get 1 or 2 cars of corn during the winter and spring months.—H. F. Kircher.

Mercer, Mo., Jan. 8.—Farmers holding large lots of corn, present deliveries light. We are paying 50 cents at 16 stations. Good crop prospects next summer will bring a large quantity of corn from our stations.—Alley Grain Co.

## Crops of 1908 as Reported by U. S. Department of Agriculture.

State or Territory.	CORN. Bus.	WINTER WHEAT. Bus.	SPRING WHEAT. Bus.	OATS. Bus.	BARLEY. Bus.	RYE. Bus.	FLAX- SEED. Bus.	BUCK- WHEAT. Bus.	RICE. (rough). Bus.	HAY. Tons.
Maine	567,000		188,000	4,046,000	224,000			690,000		1,260,000
New Hampshire	1,092,000			398,000	48,000			43,000		589,000
Vermont	2,499,000		23,000	2,664,000	462,000			176,000		966,000
Massachusetts	1,818,000			231,000				36,000		702,000
Rhode Island	428,000			62,000						90,000
Connecticut	2,395,000			359,000		185,000		55,000		588,000
New York	24,250,000	7,752,000		37,625,000	2,002,000	2,392,000		6,827,000		5,717,000
New Jersey	10,564,000	1,868,000		1,842,000		1,261,000		246,000		699,000
Pennsylvania	57,275,000	29,415,000		27,382,000	234,000	5,660,000		4,992,000		4,677,000
Delaware	6,240,000	1,755,000		119,000		16,000		30,000		480,000
Maryland	24,705,000	12,546,000		765,000		285,000		186,000		480,000
Virginia	50,050,000	8,892,000		3,820,000	84,000	158,000		360,000		618,000
West Virginia	23,962,000	4,693,000		1,805,000		130,000		378,000		899,000
North Carolina	50,166,000	5,680,000		3,300,000		125,000		82,000	15,120	262,000
South Carolina	29,229,000	2,835,000		4,020,000		38,000			480,000	81,000
Georgia	53,750,000	2,208,000		5,160,000		122,000			87,500	152,000
Florida	6,584,000			435,000					50,000	26,000
Ohio	136,675,000	33,328,000		38,544,000	825,000	808,000		240,000		4,590,000
Indiana	137,835,000	45,169,000		35,425,000	207,000	945,000		119,000		3,750,000
Illinois	298,620,000	30,212,000		94,300,000	855,000	1,214,000		91,000		4,743,000
Michigan	60,420,000	15,732,000		41,847,000	1,785,000	5,704,000		742,000		3,954,000
Wisconsin	49,674,000	1,228,000	2,100,000	73,085,000	24,750,000	5,225,000		304,000		3,988,000
Minnesota	46,835,000		68,557,000	59,004,000	32,500,000	1,628,000	4,526,000	91,000		1,627,000
Iowa	287,456,000	3,108,000	4,960,000	110,444,000	13,500,000	1,060,000	360,000	140,000		6,460,000
Missouri	202,634,000	22,260,000		13,510,000	46,000	192,000	182,000	20,000		4,350,000
North Dakota	3,856,000		68,428,000	32,737,000	18,330,000	432,000	13,770,000			243,000
South Dakota	57,677,000		37,862,000	31,395,000	24,592,000	560,000	5,885,000			765,000
Nebraska	205,767,000	40,317,000	3,978,000	56,078,000	2,773,000	1,360,000	165,000	18,000		2,348,000
Kansas	156,200,000	78,182,000	1,100,000	21,868,000	4,400,000	598,000	377,000	19,000		2,744,000
Kentucky	84,823,000	8,793,000		2,803,000		176,000				675,000
Tennessee	83,080,000	8,190,000		3,675,000		25,000		15,000		1,600,000
Alabama	44,335,000	1,092,000		4,230,000		20,000			63,000	176,000
Mississippi	45,845,000	14,000		2,188,000					34,100	122,000
Louisiana	33,898,000			600,000					11,550,000	31,000
Texas	201,848,000	10,164,000		21,675,000	96,000	62,000			9,142,000	1,072,000
Oklahoma	122,239,000	15,625,000		11,250,000	690,000	40,000	36,000			1,805,000
Arkansas	54,035,000	1,620,000		3,762,000		20,000				297,000
Montana	84,000		3,703,000	10,565,000		40,000	104,000			1,600,000
Wyoming		500,000	1,275,000	2,839,000		140,000				504,000
Colorado	2,586,000		6,153,000	7,031,000	792,000	46,000				1,675,000
New Mexico	1,755,000		1,025,000	804,000	42,000					336,000
Arizona	432,000		400,000	144,000	1,102,000					330,000
Utah	323,000	1,150,000		4,675,000	2,624,000	540,000	46,000			938,000
Nevada				990,000	815,000	240,000				400,000
Idaho	174,000	6,960,000		3,337,000	5,568,000	2,332,000				1,410,000
Washington	332,000	14,112,000	13,050,000	8,633,000	5,185,000	58,000				339,000
Oregon	445,000	10,858,000	4,290,000	9,519,000	1,798,000	162,000				828,000
California	1,600,000	11,680,000		6,700,000	25,427,000	792,000				817,000
United States	2,668,651,000	437,908,000	226,694,000	807,156,000	166,756,000	31,851,000	25,805,000	15,874,000	21,889,620	70,798,000

Hughesville, Mo., Jan. 6.—Zero weather this morning after warm days and no snow covering. Can't tell if wheat is damaged until warm weather appears again. The corn is all disposed of at from 60 to 65 cents per bu. No oats or old wheat now left in dealers' or farmers' hands. Acreage of wheat same as last fall, that is about 25% increase over 1907.—Jno. N. McNeess.

## North Dakota.

Carpio, N. D., Jan. 2.—Grain movement light, just about the same as last year.—J. M. Stroman, agt. Farmers Elevator Co. Gladstone, N. D., Dec. 20.—From all I can learn there is still 1/5 of this year's crop in the farmers' hands. Flax acreage will be smaller next year.—John P. Jüngers, mgr. Farmers Eltr. Co.

## Ohio.

Jamestown, O., Jan. 9.—Prospects for wheat crop are very blue.—Ervin Bros.

Conover, O., Dec. 21.—There is a light crop to handle in our territory this year.—Brecourt, Wolcott & Co.

Green Camp, O., Dec. 22.—Grain is not moving very fast at present.—Weltmer & Campbell.

Columbus, O., Jan. 1.—One month ago the condition of the growing wheat was estimated at 60%, compared with an average, the plant has made little or no improvement during the past month. A few correspondents report its condition as improved, but the great majority report the plant as thin and weak, in poor condition to withstand the rigors of severe weather, while in many instances it is noted that as yet it has made no appearance above ground. To date there has been no snow protection, but as the winter has been unusually mild, there is but little complaint of damage by freezing. As stated in our last report, unless marked improvement is shown, many fields will be abandoned in the spring, and this, together with the small acreage originally seeded, will cause Ohio's 1909 wheat harvest to fall far below an average. The condition of corn in crib is most excellent, while the same is true of the crop standing out in shock. Weather conditions have been ideal for gathering the corn crop, and at this time it is estimated that but 8% of same remains unhusked. Its quality generally is above an average, but due to the long-continued drouth the yield is short. It is estimated that 78% of the present crop will be fed on the farm.—Ohio Department of Agriculture.

Van Wert, O., Jan. 8.—Corn as well as everything else has been moving very slow. In fact there is nothing doing in anything.—Pierce Grain & Hay Co.

Toledo, O., Jan. 8.—Receipts of grain at our country stations for the past several weeks have been very light, but the demand for corn and oats is slow. There is good inquiry from millers from all sections.—Southworth & Co.

Cleveland, O., Jan. 6.—Forty-two stations report that 40% of the corn crop and 70% of the oats crop has been moved. Average advance necessary to bring out corn, 7½¢ per bu. Two report that farmers will sell freely within the next 60 days, regardless of price. One states that they will hold until after planting. Present crop runs from 25% less to 50% more than last year, but the quality reported is invariably much better.—Townsend-Ward Co.

## Oklahoma.

Granite, Okla., Jan. 6.—Grain is moving very slowly in this part of the country, especially corn, of which there seems to be quite a little still in the fields, but the farmers will not let go of it at prevailing prices. Most small grain is all in; but the farmers are preparing for this year's crops and claim that they will raise more this year than ever.—Granite Grain Co.

## Pennsylvania.

Reading, Pa.—A fly is doing great damage to the wheat crop in Berks county. Wheat in granaries and shocks is reduced in value fully 40% by the insect. Agents of the state zoologist have been detailed to investigate.

## South Dakota.

Hoven, S. D., Jan. 7.—Movement of grain compared with last year at this time is only 20 per cent.—E. J. McGlenn.

Dolton, S. D., Dec. 18.—Corn yielding 50% more than last season; quality good; 80% will grade No. 3; 50% will be marketed by Jan. 1; 45¢ for No. 3 corn.—G. G. Stahl.

Kimball, S. D., Dec. 21.—Corn yielding 25% more than in 1907; 75% will grade No. 3; quality good; 20% will be marketed by Jan. 1; paying 40¢ for corn.—G. W. Bray.

Parker, S. D., Dec. 17.—Corn yielding 40 bus. per acre; quality good, 100% grades No. 3; 25% of this year's crop will be marketed by Jan. 1; 46¢ for No. 3 corn.—Chas. C. Darby.

Emery, S. D., Dec. 18.—Corn yielding 40% more than last season; quality good, all corn will grade No. 3; 25% will be marketed by Jan. 1; 42¢ for No. 3 corn.—J. Briscoil.

Mt. Vernon, S. D., Dec. 19.—Corn making a yield of 40 bus. per acre, quality good; ¾ of the new corn will grade No. 3; movement very light; 42¢ for No. 3 mixed corn.—W. T. Giese.

Pukwana, S. D., Dec. 21.—Corn yielding 35% more than last season; quality the same; ¾ of the crop will grade No. 3. Movement is very light; paying 40¢ for No. 3 corn.—Chas. Hymes.

Kimball, S. D., Dec. 21.—Corn yielding 20% more than last season, quality 20% better; ¾ of this year's crop will grade No. 3; 15% will be marketed by Jan. 1.—Ochsner Hardware Co.

Plankinton, S. D., Dec. 21.—Corn yielding 25% more than last season, quality 75% better; 50% of the new crop will grade No. 3; 25% of the crop will be marketed by Jan. 1.—L. N. Van Ness.

Lennox, S. D., Dec. 16.—Corn yielding 35 bus. per acre; no corn marketed in 1908. All corn will grade No. 3 or better; ½ of the new crop will be marketed by Jan. 1; 46½¢ for No. 3 corn.—R. E. Johnson.

Chancellor, S. D., Dec. 17.—Corn yielding 35% better than last season; quality 50% better. Ninety per cent will grade No. 3; and 25% will be marketed by Jan. 1; 46¢ is paid for corn.—F. J. Mier.

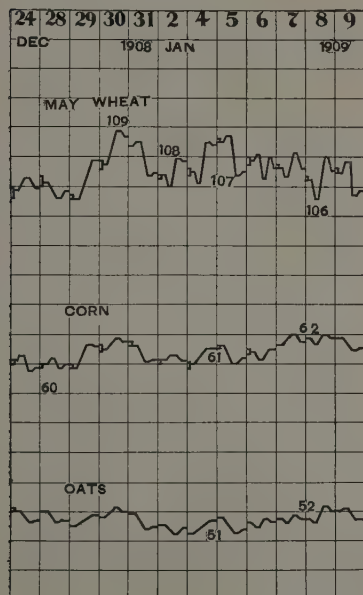
## New President Chicago Board of Trade.

John A. Bunnell was unanimously nominated, and elected President of the Chicago Board of Trade Jan. 4, to succeed Hiram N. Sager, who retires from the office. Pres. Bunnell was born in Brantford, Ont., in 1864, came to Chicago in 1882, and has been identified with the Chicago Board of Trade as partner in the provision firm of Hatley Bros., since 1890.

The high office to which Pres. Bunnell was elected comes as a reward for faithful attention to duty. He has not been aggressive in pushing his own name nor fame, but has attended so strictly to his business, and has performed his work with so much energy and competency, whether private or public, that he was generally considered the natural successor to Mr. Sager. Pres. Bunnell served as director for three years, second vice-pres. one year and first vice-pres. during 1908.

## Chicago Prices

The opening, high, low and closing quotations on wheat, corn and oats for the May delivery at Chicago for 2 weeks prior to Jan. 11 are given on the chart herewith:



John A. Bunnell, New President.  
Board of Trade, Chicago, Ill.



## Meeting of Western Grain Dealers at Ft. Dodge, Ia.

The meeting of the Western Grain Dealers Ass'n in Ft. Dodge last Wednesday to consider the proposed advance in freight on grain to St. Louis was addressed by Sec'y E. J. McVann of the Omaha Grain Exchange and by J. C. Lincoln of St. Louis, President of the National Industrial Traffic League. In the course of his remarks Mr. Lincoln said:

### Rates to St. Louis and the Uniform B. L.

Mr. President and Gentlemen:

As is known to many of your members, for the past seven or eight months there has been a very decided pressure brought upon the carriers operating in northern Iowa looking to a readjustment of rates on grain from that territory to St. Louis, Mo., versus Chicago, Ill., and I presume, by reason of my association with the Merchants' Exchange of St. Louis, a market that would be most adversely affected were the proposed scheme consummated, has occasioned the request that I address you gentlemen on this subject.

In addressing myself to the subject it is not proposed to deal with the rates in and of themselves; that is, as to whether they are too high or too low, taking into consideration the cost of transportation, but to the contrary I propose to deal with the relative adjustment. The very plausible excuse set up by those parties contending for a readjustment is the comparison of rates into and out of Chicago with the rates into and out of St. Louis, the consuming territory located south of the Ohio River, and the relative distance from northern Iowa points to Chicago as compared with the distance to St. Louis, notwithstanding the fact that the short line distance from this Iowa territory in controversy to the major portion of the south and southeast is via St. Louis.

When we go beyond the plausible excuse offered for the readjustment we reach the ulterior motive and that is a complete control by the Chicago market of the grain production of northern Iowa, their selfishness extending to the point that they not only wish to increase the advantage which they now enjoy to certain territory, but they also wish to deprive the St. Louis market of such natural advantages as it now enjoys to a certain other territory and through this advantage to control not only your business but the selling of grain.

It is a well-known fact that the greatest consumption of grain is on the Seaboard and in Eastern territory; that the great bulk of our grain moves from the west to the east; that by reason of its water facilities Chicago practically controls the Eastern markets and by reason of its natural advantages, the lines of least resistance from the west to the east being via Chicago to the East, it enjoys a decided advantage for the handling of grain from Iowa territory to Eastern territory. By reason of these various conditions Chicago enjoys the distinction of being the largest grain market altho, by geographical location, considering the grain producing and consuming territories together, St. Louis is a more logical point. While St. Louis enjoys the distinction of being the second primary market as to the handling of grain the comparison might well be illustrated by placing one of Chicago's sky-scrapers alongside an eight-story structure.

**As to the Rate Adjustment:** While through rates are provided from stations in Iowa west of Des Moines on the Rock Island railway and north of the main line of the Rock Island railway to St. Louis, Mo., ranging from the same as the rates applying to Chicago to 2½ cents per hundred pounds higher than the rates applying to Chicago, the rates from Chicago to the east are 3 cents per hundred pounds less than the rates from St. Louis to the East, thus giving to the Chicago market an advantage, where grain moves to the east where the bulk of it does move, of from 3 cents to 5½ cents per hundred pounds.

We admit that the distance from central and eastern Iowa to Chicago is less than the distance to St. Louis, but from points west and northwest of Des Moines the distance to St. Louis is approximately the same as the distance to Chicago. From

this territory it has been customary, until recent years, where through rates are established to apply the same rates to St. Louis, Mo., as are made to Chicago, Ill., but, due to the influences which have been at work for the up-building of Chicago, this basis has been departed from to the disadvantage of the St. Louis market and your ability to reach that market, notwithstanding the fact that as to other classes of freight the old relative adjustment has been continued.

It is our contention, as representing the St. Louis market, and should be your contention as a shipper seeking the very best prices for your grain which can only be secured by the benefit of competitive markets, that there should be no change in these rates which would have the effect of increasing the difference as between Chicago and St. Louis, but, to the contrary, the former basis should be re-established, and, on that point, the Federal Court has held:

"In judicial proceedings involving the question of rates, the Court must keep in view the interest of the public in competition, with the more favorable prices which it brings, and the keeping open of the large markets to all points of production and supply."

In line with this opinion, while from a portion of the territory the distance employed in transporting grain to the market may be advanced as an argument for an increase in rates to St. Louis, in view of long past practices and custom of the carriers in other directions, it would not, in my judgment, be a forceful argument.

It has been the contention that the present adjustment has had the effect of diverting from Iowa territory to St. Louis grain to which Chicago felt she was entitled. By way of illustration, the dealers in Chicago feel that they are entitled to all of the business—for St. Louis only handles a small proportion thereof—I do not know. Let us analyze and see to what extent Chicago is adversely affected. We find that in the year 1907 the receipts at Chicago, Ill., were as follows:

Corn, 125,155,000 bus.; oats, 93,906,000 bus.; total, 219,065,000 bus.; whereas, during the same period, the receipts at St. Louis, were, corn, 35,117,000 bus.; oats, 30,195,000 bus.; total 65,312,000 bus.; or, in other words, the receipts at St. Louis were less than 30 per cent of the receipts at Chicago. Can it, therefore, be said with any justice to St. Louis as a central distributing point for grain that it has adversely affected Chicago to a greater degree, or to as great a degree as a competitive market is warranted in drawing grain from territory? We also find that during the year 1907 the shipment of corn and oats from Chicago to the East by rail was approximately 107,000,000 bus., and by water, 51,000,000 bus., or a total of 158,000,000 bus., or practically two and one-half times as much grain as the entire St. Louis market.

As another illustration we will take the Illinois Central railroad, which has its own rails to St. Louis and to Chicago. This line handled into Chicago, during 1907, 26,127,000 bus. of corn and 13,901,000 bus. of oats; into St. Louis, for the same period, 261,800 bus. of corn and 2,080,000 bus. of oats; or, in other words, this line's carryings into St. Louis was less than 20 per cent of its carryings into Chicago.

The C. & M. & St. P. and the C. & N. W. roads, two typical Chicago lines, from this northern Iowa territory, combined, handled into Chicago more corn and oats than all of the lines together handled into St. Louis. I pray you, therefore, tell me how it can be contended that the St. Louis market is so elevating the prices on your grain as to unduly influence the movement of grain into St. Louis. Possibly it is their desire to eliminate this competition and thus increase their profits.

Much has been said as to the influence of the St. Louis market on oats from Northern Iowa. An analysis of the 1908 report shows that we handled of oats into St. Louis, 25,716,000 bus., a shrinkage in our receipts of approximately four and one-half millions of bushels. During the same period Chicago handled 92,529,000 bus. of oats, a shrinkage as compared with the previous year's receipts, of about 1,400,000 bus.

**Entitled to a Reduction:** It seems to us, therefore, that you gentlemen, instead of being confronted with a proposed advance

in the rates to St. Louis, in order that you may enjoy the benefit of competition and that the grain traffic may not be concentrated at one point, are more fairly entitled to a reduction.

I admit that from a large part of the territory involved some of the carriers do not reach St. Louis with their own rails, except in so far as there may be a community of interest through ownership of stocks and bonds, and that it is probably to the interest of certain lines—a selfish interest—in order to secure the long haul and the greater earnings they would like to have an adjustment that would prevent grain moving to St. Louis and prevent your receiving the benefit of competition afforded by the St. Louis market, but, along those lines I wish to say that the officers of these roads cannot exercise their wishes when contrary to public policy.

**Case in point** along this line of that is suggested by an opinion rendered by the Federal Courts:

"A carrier cannot lawfully establish and maintain an adjustment of rates which in practice prevents shippers on its line from availing themselves of a primary market which they have established, and which confers a substantial monopoly on a new market in which, for reasons of its own, it has greater interest."

My discussion so far has been with more particular reference to where through rates and through routes to St. Louis now obtain, but a large number of towns in Iowa are located upon roads whose interests are not in sympathy with the movement of grain to the competitive market of St. Louis. As to those lines negotiations are now pending for the establishment of through rates and you dealers who are interested in the movement of grain and through rates should use your influence and co-operation in harmony with such plans.

**Under past practices** it has been the policy of different carriers to operate and adjust their rates so as to control the maximum amount of business to their rails and in the past the Interstate Commerce Commission of the new amendment to the Interstate Commerce Act, placing with the Interstate Commerce Commission the power to establish through routes and joint rates, the situation formerly existing has been changed. Apropos thereof I have in a recent decision of the Interstate Commerce Commission:

"An interstate carrier, in order to build up enterprises of the same character on its own lines and to prevent the trade of the local industries from being displaced by the competition of manufacturers of the same commodities on connecting lines, can not deny to industries on the lines of such connections the benefit of through routes and joint rates; nor is the fact that the revenues of the carrier may be reduced by establishing such through routes and joint rates a material consideration."

It may be laid down as a general rule admitting of no qualification that a manufacturer or merchant who has traffic to move and is ready to pay a reasonable rate for the service has the right to have it moved and to have reasonable rates established for the movement, regardless of the fact that the revenues of the carrier may be reduced by reason of such competition with other shippers in the distant markets; and he has the right also to have the benefit of through routes and reasonable joint rates to such distant markets if no reasonable or satisfactory through routes already exist."

**In laying these matters before you** I have in mind not only that the St. Louis market is entitled to participate in this grain traffic on equitable and reasonable terms—no more and no less—and that you as shippers are entitled to equitable and reasonable rates for the purpose of reaching a large commercial market that you may secure your best prices through competition created thereby, and any effort which may be successful in spreading the present difference instead of reducing the difference will operate to your disadvantage.

I might go into a multitude of comparisons of rates, relative rates, et cetera, but I do not consider it material at this time.

### Uniform Bill of Lading.

As to bills of lading: The form of receipt or contract on which carriers would receive property for transportation has been a vexed question, not only on the part of the shipping public, but on the part of the carriers. Most traffic men are not conversant with the bill-of-lading laws of the several states through which their lines operate and in making up their forms have proceeded in a rather haphazard fashion, being guided indirectly by the advice of counsel and points developed through their freight-claim departments. Many traffic



officers have been in favor of a simple receipt with one condition that the property is transported subject to law. The legal department in conjunction with the freight-carrier department, relying upon terms contained in bills of lading have incorporated therein all of the exemptions that could by any means be construed as being permitted and in some cases have incorporated as a part of the bill of lading findings of law made by inferior courts which would not stand the test of higher courts.

The terms of the bill of lading have been confusing, conflicting and misunderstood and in many cases, except with those who are thoroughly initiated as to their rights, have been used as a basis upon which claims were declined. We therefore, in the consideration of this bill-of-lading question, should take into account the various forms of bills of lading in use in the past, the extended controversies of shippers on the one hand and the carriers on the other, as to the terms of the bill of lading and finally the fact that the bill of lading bears a semi-judicial approval.

The new bill of lading is the outgrowth of a controversy originating in official Classification territory in 1904 at which time complaints were being filed with the Interstate Commerce Commission. Resulting from these complaints, upon suggestion of the Interstate Commerce Commission, a joint committee of shippers and carriers was appointed for the purpose of formulating a bill of lading, the report of their conclusions to be submitted to the Interstate Commerce Commission for approval. It was then understood that when the terms and conditions that should be incorporated in a bill of lading were agreed upon an effort should be made to secure a Federal statute giving such bill of lading legal effect. Growing out of these negotiations, extending through a period of almost three years, the Uniform Bill of Lading Committee presented its recommendation to the Interstate Commerce Commission. The Interstate Commerce Commission, in order to give all parties in interest an opportunity to be heard, set the case down for hearing in Washington in October, 1907. Subsequent to the October hearing there were informal conferences and correspondence with the Commission and with interested parties with the result that the present form was recommended and approved by the Commission. It is well to take note of the language employed in rendering their opinion and recommending to the carriers and the public the general adoption of the bill of lading proposed:

"Nor do we undertake to prescribe this bill of lading, nor to order its adoption because we are not empowered to do so. Our order would exceed our authority. Moreover the situation makes no demand for a positive direction.

"It is not claimed to be perfect and experience may develop the need for further modification.

It is of course more or less a compromise between opposing interests, because on the one hand it imposes obligations of an important character which carriers have not heretofore assumed, and on the other hand retains exemptions to which some shippers may object, and perhaps not without substantial reason. It is to be noted, it is in some respects less favorable to the shippers than the local laws or regulations of one or more states, but it is more favorable to the shipper than the local laws or regulations of most of the states.

"It should be distinctly understood that this approval does not imply acceptance by the Commission of any construction of the Carmack amendment at variance with its apparent purpose and intent, nor will the general recommendation now made preclude the Commission from making independent judgment upon any provision in this bill of lading which may be drawn in question in further proceedings."

Quoting the Honorable Martin A. Knapp, Chairman of the Interstate Commerce Commission:

"We have the Federal law and we have the law of thirty-six states. I do not know of any subject of commercial importance upon which there is such a great variety of judicial decisions, or greater conflict of authority than upon the question of carriers' liability."

The relations between carrier and shipper should be well defined by law, and, as the great bulk of commercial traffic is interstate our laws as to bills of lading, if it is possible should be made uniform throughout the states. If this can be accomplished the bills of lading can be rid of unnecessary terms and conditions, as their incorporation in bill of lading would be unnecessary. The American Grain Ass'n now has in hand the establishment of uniform bill of

lading laws throughout the states and territories, Professor Williston, of Harvard University, being engaged in the preparation thereof.

The National Industrial Traffic League has been an earnest advocate of the simple form of receipt subject to common and statute law, and its efforts will be directed toward its consummation.

In view of the above facts, and with the desire to co-operate with the Interstate Commerce Commission, in its recommendations the National Industrial Traffic League has suggested that shippers accept under protest the bill of lading, it being understood that negotiations shall be continued for the purpose of eliminating from the bill of lading its objectionable features, and thus bring about the simple form for which we are all striving.

The Commission, in rendering its opinion and recommendation has very clearly stated that it reserves to itself the right to exercise its corrective authority and the passing of independent judgment upon any provision in the bill of lading which may be drawn into question, but it asks that we give it a fair trial for the purpose of developing the merits or demerits of the bill of lading.

**Bill of Lading Conditions:** Upon the whole the conditions provided for in the new bill of lading are but a repetition of common laws and statute obligations of the carriers and whether incorporated in the bill of lading or left out, would not change the status of either carrier or shipper. Their inclusion is a matter of information to the shipper which should be beneficial rather than harmful. It is unfortunate that in the preparation of this bill of lading a representative of the grain interests was not on the Bill of Lading Committee, for I find that the principal objections raised against the terms of the bill are by the grain trade.

**Natural Shrinkage:** Section 1, Paragraph 2, contains the following:

"No carrier . . . shall be liable for any loss . . . caused by natural shrinkage."

It must be conceded under the common law, that if there is a natural shrinkage, carriers cannot be held responsible therefor. This provision in the bill of lading can not, therefore, be objectionable except as it may be construed by carriers' representatives. We do not concede that there necessarily occurs a natural shrinkage in the transportation of grain; that if there is a natural shrinkage it is a matter of proof. We contend that there is no authority under the law nor under the terms of the bill of lading itself, for the carrier to make an arbitrary deduction for natural shrinkage. The evil of this paragraph in the bill of lading lies in the fact that some of the carriers, assuming that natural shrinkage does occur and are making an arbitrary deduction on that account. It should be your contention in case of claim for loss of grain, that where an arbitrary deduction is made by carrier for alleged natural shrinkage, you will refuse to accept such deduction from your claim, but will require proof that shrinkage did occur in transit.

I can see no objection to the term contained in the bill of lading but only as to the manner in which it is executed. It is incorrect to hold that the following rule has been adopted by lines in Official Classification territory which Western lines could well afford to pattern:

"Grain in bulk, forwarded all rail, claims for shortage will not be entertained unless it is demonstrated that such shortage is the result of wreck or defective equipment or transfer of the grain by the railroad companies en route, or other causes for which the carrier is liable.

"If claims for shortage are properly payable as a result of the foregoing contingencies, the full amount will be paid and the claimants will not be called upon to deduct the percentage from their claims as representing natural shrinkage."

**Discrepancies in Elevator Weights:** Sec. 1, Par. 2, contains the following:

"No carrier . . . shall be liable for any loss . . . caused by discrepancies in elevator weights."

It is a matter of common law that when no grain is lost in transit carriers cannot be held responsible for discrepancies between elevator weights where such discrepancies occur by reason of scales being out of balance. The term as contained in the bill of lading is misleading and uncertain as to intent; unnecessary and should be eliminated. With the present language in the bill of lading the overzealous freight claim agent may decline claims for discrepancies in elevator weights, holding out that it is one of the terms of the bill of lading under which the shipment was made altho the discrep-

ancy may have been occasioned by actual loss of grain.

The carrier, under Sec. 20 of the Interstate Commerce Act, is responsible for loss of grain in transit and a necessary incident to the establishment of proof of loss is the elevator weight certificate, a proof that is invariably demanded by carrier.

**Basis for computing value of grain lost:** Sec. 3, Par. 2, provides the following:

"The amount of any loss or damage for which any carrier is liable shall be computed on the basis of the value of the property (being the bona-fide invoice price if any, to the consignee, including the freight charges, if prepaid) at the place and time of shipment under this bill of lading, unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariffs upon which the rate is based, in any of which events such lower value shall be the maximum amount to return such computation, whether or not such loss or damage occurs from negligence."

This is indeed a difficult condition with which to deal. Conflicting court decisions have been rendered on the question of value. With the great bulk of business handled, such as merchandise and staple articles of trade, the carrier is on a proper basis upon which to make settlement and has been very generally recognized and adopted as a basis for settlement, but you gentlemen engaged in the grain trade know that where you contract for delivery of a certain amount of grain at a specified price, in the event the grain is destroyed, you will be compelled to fill your contract even tho the market price may be higher than that upon which the sale was made. The damage to you as a shipper is not represented by the original contract price, but by the price which you will be compelled to make replacement. We contend that the amount of any loss or damage to grain for which carrier is liable should be computed on basis of the value of the property at destination.

**Presentation of Claims:** Sec. 3, Par. 3, provides as follows:

"Claims for loss, damage or delay must be made in writing to the carrier at the point of delivery or at the point of origin within four months after delivery of the property, or, in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless claims are made the carrier shall not be liable."

This condition in the bill of lading undertakes to limit the liability of the carrier and we believe that it is not only contrary to law as to statute of limitation within which an injured party may recover damages, but we hold that it is also contrary to the provision of Sec. 20 of the Interstate Commerce Act, which provides that "a carrier shall be liable for any loss, damage or injury and no contract, receipt, rule or regulation shall exempt such common carrier from liability."

We admit that claims for loss, damage or delay should be presented promptly, that proof may be made when the facts are fresh. We do not believe that the shipper should be required, as under the terms of the bill of lading, to file his claim with the forwarding or delivery agent, where valuable papers involving the recovery of money may be lost, but instead shipper should be permitted to file his claim with official representatives of receiving or delivering line, as all roads have well equipped freight-claim departments in charge of an official head and representative officials in charge of their traffic departments through whom better and quicker results should be obtained. We have, therefore, recommended that the paragraph in question be modified and made non-obligatory, and it should read as follows:

"Claims for loss, damage or delay should be made in writing to the initial carrier or to the delivering carrier within thirty days after delivery of property, or, in case of failure to make delivery, then within thirty days after a reasonable time before delivery has elapsed."

**Storing Bulk Grain:** Sec. 4 provides as follows:

"Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may, unless otherwise expressly noted herein, and then if it is not promptly unloaded, be there delivered and placed with other grain of the same kind and grade without respect to ownership, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder."

No provision is made in this paragraph altho, by inference it is provided for in the following sections, for notice of arrival and 48 hours' time in which to give disposition instructions before delivery to railroad, public or licensed elevator.



While we believe the following section would apply, question has been raised so that in order to avoid any misunderstanding the paragraph should be corrected.

There are other features of the bill; namely, the contract feature, and loss or damage by fire. The company is acting as warehouseman, that are purely legal and will, no doubt have to be decided by the courts.

The National Industrial Traffic League has instructed its Bill of Lading Committee to review carefully the objections that have been filed with the League, and on the well known objections, with the end in view of considering the essentials and their recommendations to be taken up with the Uniform Bill of Lading Committee to see if our recommendations cannot be adopted, they in turn to make the necessary recommendations to the Interstate Commerce Commission for promulgation by that body.

### Ten-Per-Cent Penalty Clause.

While not a provision of the bill of lading recommended by the commission, but which is necessarily coupled therewith, is the "Penalty Clause" contained in the several classifications, providing that where the terms and conditions of the uniform bill of lading are not accepted a ten per cent. additional charge will be made. This rule, in my judgment, has not been incorporated in the classifications of the carriers with the intent to secure additional revenue nor with the belief that any shipper will pay the ten per cent. additional charge in order to secure protection that is not accorded under the terms of the uniform bill of lading, but is intended to compel the shipper to make use of the new form.

We hold that carriers' ratings as provided for in the classifications and commodity tariffs are predicated upon weight, value, risk of transportation, et cetera, all of which conditions are presumably provided for under their bill of lading.

We can only assume that this rule is established for the purpose of giving the shipper optional ratings and thereby giving greater security to the new bill of lading as a formal contract. Even tho the carriers may make two ratings the charge must be just and reasonable for the different character of risk assumed. I think it can be clearly proved that the ten per cent. additional charge as applied to all traffic is unreasonable and could not be enforced in a court of law. The carriers can establish a scale of charges upon a specified commodity graduated according to value, but I do not believe they can arbitrarily fix upon a ten per cent. charge as applied to all freight regardless of value. We believe, furthermore that the new bill is in contravention to Sec. 20 of the Interstate Commerce Act.

Throughout the United States it has been generally held that a common carrier cannot relieve itself by contract from liability for its own negligence. Many states now have laws to that effect, no carrier shall be permitted to contract for release from its common-law liability. The carrier cannot escape the liability imposed by common law for losses arising from its negligence. It is relieved only from losses caused by the so-called acts of God or the public enemy. The new bill provides for in the new bill of lading. What additional protection beyond that now provided by law is accorded to the shipper for payment of the ten per cent. extra and what in the making of such payment, is the shipper paying for?

I have made inquiry of various parties, who should be informed thereon, what additional protection the shipper would secure by the payment of the ten per cent. additional and I have been unable to receive a reply that would indicate that the shipper is accorded any protection other than he would have under common law and under the terms of the present bill of lading. Certainly there is nothing definite contained in the terms of the carriers' tariffs as to additional protection to be given to shipper by reason of the extra payment.

Is the ten per cent. provision a reasonable and just provision?

Does it not create discriminations as between commodities of different valuations and between shippers based upon different rates?

Does it not create the very discriminations prohibited by law? Is it not contemplated that this extra payment is to cover limitations which may be imposed by law?

I confess that it is a difficult problem with which to deal. I think the rule should be canceled. I know not what should be substituted in lieu thereof. If, however, the bill of lading itself can be harmonized with our views so that it will be satisfactory to all shippers then the necessity for a ten-per cent. penalty clause or any other

clause of a similar character, would be eliminated. I certainly could not advocate any shipper paying the ten per cent. additional premium charge. I believe he can secure ample protection as granted by common law under the present bill of lading. It may, however, be necessary to test in the courts some of the conditions therein.

I may say, for your information, that the committee appointed by the National Industrial Traffic League having this matter in charge are conferring with counsel and will undertake to have the situation called forth by these new laws rectified. We hope all organizations like your own will give us their support.

### Legislative Matters.

While we feel that there has been, possibly, too much legislation directed against corporations, particularly railroad corporations, measures that were extreme in character, and which we deplore, it does not follow that no legislation is necessary. In the conduct of our business we have found some conditions with which we are confronted that are not provided for in the Interstate Commerce Act and reasonable legislation along the lines that we have to suggest should be incorporated as amendments to the Act.

Honorable Chas. B. Townsend, of Michigan, a talented member of the House Committee on Interstate Commerce, has introduced a bill, House three bills, proposing amendments to the Interstate Commerce Act to which I wish to call your attention and which should be supported by your own and all similar organizations. [These bills follow:]

### Proposed Amendments to Interstate Commerce Law.

60TH CONGRESS, 2ND SESSION.

H. R. 22901.

IN THE HOUSE OF REPRESENTATIVES.

Mr. ——— introduced the following Bill:

A BILL.

To amend section six of an Act entitled "An Act to regulate commerce," approved February fourth, eighteen hundred and eighty-seven, and Acts amendatory thereof.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That paragraph three of section six of an Act entitled "An Act to regulate commerce," approved February fourth, eighteen hundred and eighty-seven, as amended by an Act entitled "An Act to amend an Act entitled 'An Act to regulate commerce,' approved February fourth, eighteen hundred and eighty-seven, and all Acts amendatory thereof, and to enlarge the powers of the Interstate Commerce Commission," approved June twenty-ninth, nineteen hundred and six, be, and the same is hereby amended, so that said paragraph as so amended will read as follows:

"No change shall be made in the rates, fares and charges or joint rates, fares, and charges which have been filed and published by any common carrier in compliance with the requirements of this section, except after thirty days' notice to the Commission and to the public published as aforesaid, which shall plainly state the changes proposed to be made in the schedule then in force and the time when the changed rates, fares, or charges will go into effect; and the proposed changes shall be shown by printing new schedules, or shall be plainly indicated upon the schedules in force at the time and kept open to public inspection.

"Provided, That the Commission may, in its discretion, and upon good cause shown, allow changes upon less than the notice herein specified, or modify the requirements of this section in respect to publishing, posting, and filing of tariffs, either in particular instances or by a general order applicable to special or peculiar circumstances or conditions.

"Provided further, That at any time prior to the expiration of the notice herein required to be given of a proposed increase of rates, fares, or charges, any shipper, or any number of shippers, jointly or severally, may file with the Commission a protest in writing and demand that the proposed increase, in whole or in part, stating succinctly grounds of his, or their, objection to the proposed change. When an advance in the existing rate or rates, fare or fares, charge or charges, is proposed to be made and protested against as aforesaid, the Interstate Commerce Commission shall have the power, in its discretion, to prohibit the taking effect of the advance or change until matters have been finally heard and determined. Upon the filing of such a pro-

test a copy thereof shall be mailed by the Secretary of the Commission to the carrier or carriers proposing the change and thereafter the Commission shall proceed to hear the matter in all respects as it is required to do by sections thirteen and fifteen of this Act, in case of complaint made because of anything done or omitted to be done by any common carrier as provided in said section thirteen, but throughout the proceedings the burden of proof shall be upon the carrier proposing the change, to show that the rate, fare, or charge proposed to be substituted is just and reasonable."

60TH CONGRESS, 2ND SESSION.

H. R. 22903.

IN THE HOUSE OF REPRESENTATIVES.

Mr. ——— introduced the following Bill:

A BILL.

To amend section six of an Act entitled "An Act to regulate commerce," approved February fourth, eighteen hundred and eighty-seven, and Acts amendatory thereof.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That paragraph seven of section six of an Act entitled "An Act to regulate commerce," as amended by an Act entitled "An Act to amend an Act entitled 'An Act to regulate commerce,' approved February fourth, eighteen hundred and eighty-seven, and all Acts amendatory thereof, and to enlarge the powers of the Interstate Commerce Commission," approved June twenty-ninth, nineteen hundred and six, be and the same is hereby amended, so that said paragraph as so amended will read as follows:

"No carrier, unless otherwise provided by this Act, shall engage or participate in the transportation of passengers or property as defined in this Act, unless the rates, fares, and charges upon which the same are transported by said carrier have been filed and published in accordance with the provisions of this Act; nor shall any carrier charge or demand or collect or receive a greater or less or different compensation for such transportation of passengers or property, or for any service in connection therewith, between the points named in such tariffs than the rates, fares, and charges which are specified in the tariff filed and in effect at the time; nor shall any carrier refund or remit in any manner or by any device any portion of the rates, fares, and charges so specified, nor extend to any shipper or person any privileges or facilities in the transportation of passengers or property, except such as are specified in such tariffs: Provided, That officers or agents of the carriers be authorized to quote rates in writing upon application and be responsible therefor, and give rates upon bills of lading upon request and be responsible therefor: Provided, That if errors are made reparation shall be made only by claim through the Interstate Commerce Commission: Provided further, That the carrier whose agent shall have quoted in writing or inserted in bill of lading a rate less than the legal rate, shall be fined an amount equal to its entire earnings on the traffic carried at the lower rate: Provided further, That whenever the word 'carrier' occurs in this Act it shall be held to mean 'common carrier.'"

60TH CONGRESS, 2ND SESSION.

H. R. 22902.

IN THE HOUSE OF REPRESENTATIVES.

Mr. ——— introduced the following Bill:

A BILL.

To amend section three of an Act entitled "An Act to regulate commerce," approved February fourth, eighteen hundred and eighty-seven, and Acts amendatory thereof.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section three of an Act entitled "An Act to regulate commerce," approved February fourth, eighteen hundred and eighty-seven, as amended by an Act entitled "An Act to amend an Act entitled 'An Act to regulate commerce,' approved February fourth, eighteen hundred and eighty-seven, and all Acts amendatory thereof, and to enlarge the powers of the Interstate Commerce Commission," approved June twenty-ninth, nineteen hundred and six, be, and the same is hereby amended so as to read as follows:

Sec. 3. "That it shall be unlawful for any common carrier, subject to the provisions of this Act, to make or give any undue or unreasonable preference or advantage to any particular person, company, firm, corporation, or locality, or to any particular description of traffic, in any re-

H. J. Caldwell, Earl Park, Ind., Deceased.



### Changes in Grain Rates.

Among the new grain tariffs filed with the Interstate Commerce Commission as reported in the *Traffic Bulletin* are the following:

Pere Marquette, grain, from points in Wisconsin to Baltimore, Md., sup. 4 to ICC No. 1691, effective Jan. 17.

Wis. Cent., wheat, corn, oats, rye, barley and flaxseed, from points in Wisconsin to Milwaukee, Manitowoc and Waukesha, when destined to points east of Illinois state line or Lake Michigan, ICC No. 1863, effective Jan. 26.

Burlington, grain, broom corn and hay, from Denver, Colorado Springs, Pueblo, Trinidad, Colo., and Cheyenne, Wyo., and rate points to points on C., B. & Q., sup. 23 to ICC No. 5077.

Northwestern, grain from Chicago, Milwaukee and Waukegan to points in Illinois and Wisconsin, effective Jan. 27, I. C. ICC No. 6222, amend. 20.

W. T. L. Com., grain, from Joliet, Peoria, Rockford, Ill., Davenport, Muscatine, East St. Louis and east Mississippi River points to middle and western states territory, amend. 25 to ICC No. 666, effective Feb. 5.

Santa Fe, grain, seeds, broom corn, from points in Colorado, to Missouri and Mississippi River points, Peoria, Chicago, St. Paul from Kansas and Oklahoma points to Chicago, and from Minneapolis to points on Santa Fe, Amend. 22 to ICC No. 4032.

Pere Marquette, barley, corn, kafir corn, oats, rye and wheat from stations on Pere M. in Michigan to Cincinnati, Lynchburg, O., New Albany, Jeffersonville and Madison, Ind., ICC No. 934, sup. 6.

Big Four, grain and grain products, from stations on its line and the Cin. Nor. to Buffalo, Charleston, W. Va., and Pittsburg, Pa., sup. 24 to ICC No. 3558, effective Jan. 22.

Mich. Cent., corn and oats, from Detroit, ex-lakes Huron, Michigan and Superior points to points in Ontario, ICC No. 3568, effective Jan. 20.

Mo. Pacific, grain, seeds, hay and straw, from St. Louis, East St. Louis, Cairo, Thebes, Ill., Memphis and common points to Texarkana, Ark., sup. 25 to ICC No. 7851, effective Jan. 28.

Mo. Pacific, 20c on wheat and 10c on corn, from Kansas City, St. Joseph, Independence, Leavenworth and Elwood, Kan., to Pensacola, Fla., effective Feb. 4.

Mo. Pacific, 21c on wheat and 20c on corn from Missouri River points to Pensacola, Fla., effective Jan. 28.

Canadian Pacific, 7½c on corn, 8c on wheat, and 4½c on oats per bu., ex-lakes from Goderich and Owen Sound, Ont., to Boston, Mass., and rate points, effective Jan. 20.

Canadian Pacific, 7½c on corn and 4½c on oats per bu., ex-lakes from Detroit to Boston, effective Jan. 20.

Burlington, 12c on malt from Omaha to Hastings, Neb., effective interstate Feb. 1.

Burlington, 12½c on grain screenings, from Duluth and Superior to St. Louis, effective Dec. 21.

Big Four, 15c on grain from East St. Louis to Virginia cities, effective Jan. 21.

Great Western, 14c on wheat and flour between Chicago and Webster City, Ia., effective Jan. 16.

C. M. & St. P., 12c on wheat, from St. Paul, Minneapolis, Winona, Duluth and Superior, Wis., to be milled at Cedar Rapids, Ia., when for Chicago, on ship-

ments originating beyond, effective Jan. 21.

Omaha, 7½c on barley from Rosedale, Wis., to Bloomer, Wis.

Ill. Cent., 11c on oats and corn, Chicago to Memphis, effective Jan. 18.

Ala. & Vicks, 21½c on grain from Vicksburg, Miss., to Virginia cities, effective Jan. 26.

Big Four, on grain, from Louisville, Ky., and Jeffersonville, Ind., to Owosso, Pontiac and Romeo, Mich., 12c. To Stockbridge, Mich., from Louisville, 11c and from Jeffersonville, 10c.

Big Four, 6c on grain from Greensburg, Ind., to Cincinnati, destined to southern points.

C. I. & L., 4½c on no grade corn from Chicago and Hammond to Terre Haute, Ind.

Chicago, M. & St. P., malt 10c, from Winona, Red Wing and Hastings, Minn., to Des Moines, Ia.

Rock Island, seeds, 21c, Kansas City to Sioux City, effective Feb. 1.

New Or. N. E., 21½c on grain from New Orleans and Port Chalmette to Virginia cities.

Southern Frt. Ass'n, 14c on grain from St. Louis and East St. Louis to Pensacola, Fla., effective Jan. 26.

Wabash, 10½c on grain from Auburn, Beechley, Callaway, Kincaid, Pawnee Junction, Sicily and Voltentine, Ill., to Detroit and Toledo.

Ill. Cent., 15.5c on flaxseed, 12.5c on wheat and 11.5c on barley, corn, oats and rye, Le Mars, Ia., to St. Paul and Minneapolis, effective Jan. 19.

M. & O., 12c on corn, oats and hay, Kenton, Tenn., to Memphis, Tenn., effective Jan. 18.

Allowances to shippers for furnishing grain doors and material are covered by the Trinity & Brazos Valley R. R. in its sup. 1 to ICC No. 53. Allowance for grain doors at stations west of St. Louis are given by the Wabash in sup. 7 to ICC No. 1045.

Rules governing elevation and grain door charges have been filed by the Southern Ry. in two tariffs, A2132 for Louisville and Cincinnati, and ICC No. A2133 for New Albany, Ind.

Among the roads filing belated tariffs in accordance with the elevation allowance decision of the Interstate Commerce Commission are B. & O. S. W., for Cincinnati, Louisville, New Albany, Jeffersonville, and the Norfolk & Western, for Cincinnati.

Malting of barley in transit at Minnesota points is covered by the C. M. & St. P. in sup. 326 to ICC No. A181.

Rules governing the handling of "ungraded" or "not graded" bulk oats for local delivery at New York or Brooklyn thru 60th Street elevator are given in sup. 1 to ICC No. 2753 of the Ontario & Western, effective Jan. 21.

Tariffs recently filed with the New York Public Service Commission provide for reductions from the class rates on the New York Central on grain and grain products, Carthage to Aldrich, Bacon, Benson Mines, Harrisville, Jayville, Kalurah, Lake Bonaparte, Newton Falls and Oswegatchie, N. Y. The new rate is 5c per 100 lbs. In tariff P. S. C. No. 5090 reductions are made in the rates on grain from Lockport to certain stations on the River, Mohawk and Western Divisions of the West Shore. The Lehigh Valley in P. S. C. No. D1053 has made a reduction to 11½c in the rates on grain from stations on the Auburn division. The Dela-

ware & Hudson in P. S. C. No. 1827 publishes rates on grain from Oneonta to stations on Cooperstown & C. V., of 4c to Cooperstown, 3c to Milford and 2c to Portlandville, N. Y., effective Jan. 20.

## Seeds

A seed testing station has been established at Calgary, Alberta, by the Canadian government.

M. C. Peters has bot a large warehouse at Omaha, Neb., for \$20,000 to be used as a storehouse for alfalfa seed and meal.

A branch seed testing laboratory has been established by the United States Department of Agriculture at the Agricultural College, Lincoln, Neb.

The Texarkana Seed & Implement Co. has been incorporated at Texarkana, Tex. The capital stock is \$25,000; and the incorporators are K. H. Lennard, C. C. Ratliff, G. C. Lennard and R. P. Dorrough.

Congressmen are opposed to having their grafts investigated by government secret service detectives. One of their grafts is so open it needs no sleuthing, the free seed distribution. Wipe it out.

Rats gnawing at a post caused the collapse recently of the floors in the seed warehouse of the J. Chas. McCullough Seed Co., at Cincinnati, O. The floors were shored up and the seed taken out without loss. The walls are sound.

Sesame seed is dutiable under the provision in paragraph 254, tariff act of 1897, for "flaxseed or linseed and other oil seeds not specially provided for," rather than under paragraph 548 as "seeds aromatic, and seeds of morbid growth," or under the provision in paragraph 626 for the oil of sesame or sesamum seed, is the recent decision by the United States General Appraisers at New York.

Alfalfa is becoming very popular in some sections of our State, for instance in Warrick county, where it is used in preference to common clover on account of its drought resisting quality. It is reported from there that while the long drought of last summer killed many of the clover and timothy meadows, alfalfa still retains life. The lowlands are being planted in alfalfa and it is expected to be one of the main crops within a few years.—*Indiana Farmer*.

While there seems to be a general opinion that clover seed is used for coloring purposes we have not been able to secure any definite information on this point. Advices from the experts of the U. S. Department of Agriculture are to the effect that they have not been able to confirm the statements generally made that clover seed is used in this way, and they seem to lean to the opinion that the general impression in this matter is without foundation.—*Wallace's Farmer*.

London, Eng.—Spring sowing seeds in good demand, French red selling freely, particularly in fine qualities. English reds come out steadily, and find buyers for the various quantities on offer at ruling rates. American and Chilean reds also offering, and moving quietly. There is more movement in white clovers, the new English particularly attracting attention. All qualities alskies in good demand; English, Canadian, American, and German prices firm. Trefails also sell freely all qualities English and foreign; stocks exceptionally light.—*John Picard & Co.*

London, Eng.—French, American and Chilean yields are undoubtedly large, but Russian and German are still unknown quantities. The first frosts will remove the uncertainty. English reds coming out steadily. Almost no old stocks of red left, so most countries have big holes to fill up at home. Americans and Chileans doing quiet business. Alsike active and firm, with stocks small. White thoroughly waking up, due to scarcity in trefoil.—*Corn Circular*.

Toledo received during the week ending Jan. 9 3,200 bags of clover seed and shipped 4,203 bags; against 3,289 bags received and 768 bags shipped during the corresponding week of 1908. So far this season receipts have been 92,769 bags and the shipments 49,100; against 19,368 bags received and 3,593 bags shipped for the corresponding period of last season. Alsike receipts for the season have been 6,184 bags; against 2,472 bags last season and 10,216 bags two years ago.

Among the prize winners at the Omaha Corn Exposition were H. T. Lake of Raseville, S. D., first, and L. B. Clore, Franklin, Ind., second, for best 20 ears of red pop corn, open to the world. H. P. West, Rippon, Wis., first; J. M. Dunmire & Son, Scotland, S. D., second; and Fairview Farm Seed Co., Sidell, Ill., third, for best peck of timothy seed. A. W. Andrews, Parma, Ida., first; Geo. Snodgrass, Caldwell, Ida., second; and W. T. Haumont, Alton, Neb., third, for best peck of alfalfa seed.

The John A. Salzer Seed Co., of La Crosse, Wis., has let the contract to T. E. Iberson for the construction of a terminal seed house of 60,000 bus. capacity. It will contain 59 hoppers of various sizes from 400 up to 3,000 bus. It will have 5 eltr. legs, Sidney Man Lift, electric motors, rope drive. Structure will be of wood on concrete foundation, covered with corrugated iron. All bins at bottom will be lined with galvanized iron. It will contain 2 No. 6 Monitor Seed Cleaners and 5 Gerber Distributing Spouts. Work will commence in 3 weeks.

Clover seed has ruled firm all week until Jan. 9. The phenomenal cash demand during December seems to have extended into January. Most dealers think it will be even better this month. Bears say present demand is from dealers who usually buy in March, and that when March rolls around, holders then will find it difficult to sell without experiencing a severe break. If so then January will be the time to let go. The old saying, "Let them have it when they want it," may hold good this month. Those who consigned the past month have received the benefit of a good steady market and keen competition.—J. F. Zahm & Co.

Receipts of clover seed at Toledo are running about the same as they have been for the last month, four to five hundred bags a day, and from what we learn, many farmers and dealers are holding their seed, expecting to see a better demand, and higher prices. Present receipts of seed are good quality, and a large percentage grades No. 3 or better. Dealers are buying these grades of seed at a small discount under Prime. Even the screenings are bringing good prices. There is a good shipping demand for seed, and buyers are taking it in much larger quantities than they have in years past. Many are willing to carry a little seed over into next year. The prospects are for higher prices for the next crop—Oct. is already in good demand, the price ranging from \$6.10 to \$6.20.—Southworth & Co.

Chicago received during the week ending Jan. 9 852,300 pounds of timothy seed, 210,600 lbs. of clover seed, 546,400 lbs. of other grass seeds and 57,000 bus. of flaxseed; against 279,000 lbs. timothy seed, 14,400 lbs. clover seed, 228,800 lbs. other grass seeds and 34,000 bus. flaxseed, during the corresponding week a year ago. Shipments for the week have been 480,700 lbs. timothy seed, 148,600 lbs. clover seed, 1,246,140 lbs. other grass seeds and 2,000 bus. flaxseed; compared with 555,400 lbs. timothy seed, 26,650 lbs. clover seed, 656,000 lbs. other grass seeds and 5,552 bus. flaxseed, during the corresponding week of 1908.

Clover seed crop of 1908 was a large one. Dry season made it the greatest and best since 1897. It followed several seasons of famine and very high prices, which attracted considerable from Chili and Europe. October seed was up to \$8.95 early, but down to \$4.60 later, the lowest since 1899, which still felt the enormous crop of 1897. The low price attracted export demand and caused our farmers to hoard their good seed. Farmers are nearly all capitalists, and having paid as high as fourteen dollars past two seasons did not relish the idea of selling around four dollars. Clearances have continued large, foreigners wanting our good seed, as quality in England and part of Europe was poor and crop disappointing. Early demand has been the greatest in years. December shipments from here were 16,000 bags, the largest ever known for that month. Spring demand will be the largest in years.—C. A. King & Co.

Hamburg, Germany, Dec. 15.—The English crop of red clover seed is smaller

than was expected. To a large extent qualities are stained by rain, though bold grained. As a result the country has been a free importer of fine grade seed from France and America in order to improve her qualities. France has not had the enormous threshing results anticipated at the beginning of the season. As, however, the acreage was very extensive, the yield on an average is still a very large one. It is safe to say 50,000 sacks of 100 kilos each have already been exported, and at least an equal quantity is reported to be yet available. Alfalfa advanced since our last report. Considering the state of market for the article we must continue firm, as seemingly France in fact will require to import. The large receipts of alsike in Europe have suddenly materially decreased. Frosty weather will doubtless cause further supplies to come in from various districts, but apparently not in such quantities that we would not require at all to buy in Canada and America. The advance in Europe of about 1 cent has now enabled Germany to purchase sporadically from Canada and the States, while the English importations are reported to have been considerable.—R. Liefmann Sons Successors.

I need The Grain Dealers Journal in my business.—O. I. Richolson, Steward, Ill.

The average price being paid now to the farmers in the 7 surplus corn states is  $54\frac{1}{2}$ ¢, at least 15¢ per bushel under the price that has ruled for months. Compared with central market prices  $54\frac{1}{2}$ ¢ does not indicate any too great profit to the grain buyer. Illinois buyers are paying all the market will permit, while Iowa seems not to be doing so. Nebraska prices are but 1¢ under Iowa. Iowa will pay nearer Chicago prices when the corn begins to move, or Iowa feeders will take all the corn. A most interesting feature of these reports is the fact that in every one of the seven States there are many less hogs and cattle on corn feed than last year.—Harry W. Kress.

## Common Impurities of Alfalfa Seed.

Over a considerable section of the country weeds constitute the worst enemy of alfalfa, especially in the humid sections and in those parts of the West and Southwest where the bulk of the rainfall comes during the comparatively mild winters.

Witch grass or couch grass in New York and the New England states, crab grass in the eastern states south of New York, bluegrass in the bluegrass sections and the foxtail or wild millets and crabgrass in the central states are the worst enemies of the alfalfa plant.

Wild barley in the irrigated sections of the West, maturing shortly before the first cutting of alfalfa, ruins the first crop of hay, which is sometimes burned to destroy the grass seed.

Dodder is one of the worst weeds and very difficult to eradicate when once established. If the stand of alfalfa is badly affected with dodder the alfalfa should be plowed up before the dodder goes to seed and the land kept in cultivated crops for two or more years.

In the engraving herewith are shown the seeds of alfalfa and its common impurities, such as yellow trefoil, sweet clover, buckhorn, wild carrot, wild chicory, curled dock, large seeded dodder, and small seeded dodder.



Seeds of Alfalfa and Common Impurities; Enlarged; Natural Size at the Right: A. Alfalfa; B. Yellow Trefoil; C. Sweet Clover; D. Buckhorn; E. Wild Carrot; F. Wild Chicory; G. Curled Dock; H. Large Seeded Dodder; I. Small Seeded Dodder. After Westgate, Bulletin 339; U. S. Dept. of Agriculture.



## Cleating Indispensable for Grain Doors.

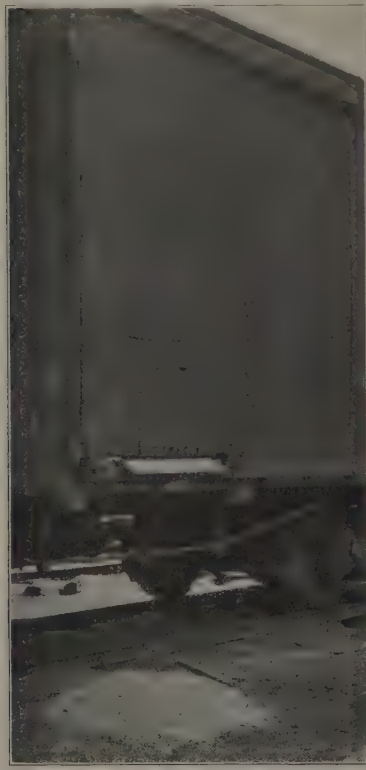
The eight or more boards composing a grain door never are of uniform stiffness and the more flexible boards will bend in the middle of the door. How little pressure is needed to bend a board 6 inches wide can be demonstrated by laying one flat, supported only at the ends about 5 feet apart, the average width of a car door. The pressure of the foot will suffice to bend the board far out of the straight line.

The tonguing and grooving of matched flooring is not stout enuf to hold a weak slat in line with those above and below, however fair the appearance when the car is loaded.

The consequences following failure to cleat the grain door are illustrated in the engraving herewith, showing the leaking door of C. M. & St. P. car No. 54,514 as unloaded at the Calumet River Elevator, Chicago, on Apr. 4, 1908. This car was reported to H. A. Foss, Board of Trade Weighmaster, as having the grain door bulged and leaking thru the second board from bottom.

An attempt had been made to stop the leak by jamming a piece of flooring under outer door and by stuffing up the opening at one end of board. It needs the acumen of no Sherlock Holmes to tell in what direction the car had been moving before the fotograf was made. The direction is shown by a very thin stream of grain running along the track from the heap under one corner of the door.

It has been demonstrated over and over again by leaks such as the one illustrated that cleats on grain doors are indispensable. The cleats may be vertical or diagonal, tho the latter position is preferred.



Leak Due to Failure to Cleat Grain Door.

The cleat always is placed on the outside, never on the grain side of the door.

### Duluth Receipts and Shipments.

The receipts and shipments of grain and flaxseed at Duluth during the last six months of 1908 and 1907, as reported by Chas. E. Macdonald, sec'y of the Board of Trade, were as follows:

Receipts, bus.		Shipments, bus.	
1908.	1907.	1908.	1907.
Wht.	46,165,292	37,062,074	39,702,522
Corn	104,107	130,456	130,456
Oats	3,278,682	2,410,895	3,360,799
Rye	807,056	647,756	777,382
Barley	8,564,255	7,442,541	8,083,741
Flax	14,803,626	13,337,433	13,535,391

### Toledo Receipts and Shipments.

The receipts and shipments of grain and clover seed at Toledo during the last six months of 1908 and 1907, as reported by A. Gassaway, sec'y of the Produce Exchange, were as follows:

Receipts, bus.		Shipments, bus.	
1908.	1907.	1908.	1907.
Wheat	2,138,800	3,603,600	1,001,260
Corn	2,011,150	1,834,200	1,036,200
Oats	2,463,000	2,791,400	2,142,000
Rye	229,500	118,800	113,900
Clover seed			62,900
bags	88,984	32,505	29,787

### Omaha Receipts and Shipments.

The receipts and shipments of grain at Omaha during the last six months of 1908 and 1907, as reported by E. J. McVann, sec'y of the Grain Exchange, were as follows:

Receipts, bus.		Shipments, bus.	
1908.	1907.	1908.	1907.
Wheat	10,594,800	6,700,800	6,759,000
Corn	6,466,900	6,740,800	4,598,000
Oats	9,460,800	7,457,600	6,264,000
Rye	112,900	81,000	50,000
Barley	384,000	278,000	112,000

### St. Louis Receipts and Shipments.

The receipts and shipments of grain at St. Louis for the last six months of 1907 and 1908 as reported by Geo. H. Morgan, Sec'y of the Merchants' Exchange, were as follows:

Receipts.		Shipments.	
1908.	1907.	1908.	1907.
bus.	bus.	bus.	bus.
Wheat	13,301,482	13,220,482	9,137,155
Corn	8,147,815	12,464,140	4,680,475
Oats	13,219,530	15,214,981	9,460,575
Rye	145,728	190,523	112,650
Barley	1,997,500	1,637,750	222,060

### Milwaukee Receipts and Shipments.

The receipts and shipments of grain and flax seed at Milwaukee during the last six months of 1908 and 1907, as reported by W. J. Langson, Sec'y of the Chamber of Commerce, were as follows:

Receipts.		Shipments.	
1908.	1907.	1908.	1907.
bus.	bus.	bus.	bus.
Wheat	7,312,842	5,779,635	3,989,185
Corn	2,247,000	2,632,935	1,467,289
Oats	8,230,000	6,456,050	5,464,642
Barley	10,290,433	9,644,162	5,462,378
Rye	788,400	747,900	423,950
Flax	386,900	23,320	4,240

### Detroit Receipts and Shipments.

The receipts and shipments of grain at Detroit for the last six months of 1908 and 1907, as reported by T. W. Waring, sec'y of the Board of Trade, were as follows:

Receipts.		Shipments.	
1908.	1907.	1908.	1907.
bus.	bus.	bus.	bus.
Wheat	1,735,392	836,762	69,811
Corn	1,369,457	2,066,457	616,532
Oats	2,356,263	1,635,278	879,663
Barley	543,500	281,737	None
Rye	870,875	269,334	193,438

### Louisville Receipts and Shipments.

The receipts and shipments of grain at Louisville, Ky., during the last six months of 1908 and 1907, as reported by James F. Buckner, Jr., sec'y of the Board of Trade, were as follows:

Receipts.		Shipments.	
1908.	1907.	1908.	1907.
bus.	bus.	bus.	bus.
Barley	81,400	18,050	45
Corn	2,694,613	3,654,602	1,867,550
Oats	1,453,565	1,773,142	502,126
Rye	184,490	151,848	85,460
Wheat	3,789,370	2,796,152	283,290

## Leaking in Transit.

Your grain shipments leak in transit, so do the shipments of others, but shippers can not collect from carrier for their losses unless they can prove negligence on the part of the railroad company. If you will assist your brother shippers to evidence of leaks in their shipments while in transit you will encourage them to report on leaks in your shipments when they see them. Let us hear from you.

Leaks reported are as follows:

C., R. I. & P. R. R., 50,998, Dec. 2, corn, at Chickasha.

C., R. I. & P. R. R., 58,334, Dec. 12, at Chickasha, Okla.

I. C. R. R., 39,580, Dec. 22, corn, at Austinville, Ia.

C., B. & Q. 34846 passed west thru Holdrege, Neb., Jan. 8 leaking corn at the door.

C. & N. W. 79,488 LEAKING BADLY.

*Grain Dealers Journal:* I am interested in the new idea of reporting all cars seen leaking in transit.

On Dec. 15, 1908, at 3:15 p. m., I saw car, C. N. W. 79,488, barley, leaking badly at the post, half way between the door post and end post of the car. It had been leaking at the door post, but was repaired by the train men. This car was not properly coopered before loading. The trainmen did all they could for it. I am anxious to know if any of my cars leak. Yours truly, R. J. Heaton, Pierson, Ia.

MANY LEAKS AT DIVISION POINT

*Grain Dealers Journal:* Chickasha is a division point on the Rock Island for several divisions and works from six to eight switch engines night and day.

If all of the corn scattered in these yards was not picked up by a gang of negroes who do nothing else, it would not be many months until the railroad employes would have trouble getting around the yards for the corn. This is no exaggeration, we have heard switchmen say the same thing.

We find that in nearly all cases where the cars have not been damaged by rough handling, in other words, at least 75% of the leaky cars we see are caused by poor coopering at the grain doors. It is astonishing the number of dealers who have not learned that it takes a stronger grain door for an 80,000 or 100,000-lb. car than for a 40,000-lb., and will cooper them all the same way.—Yours truly, Chickasah Grain Co., Chickasha, Okla.

Talk of a broom corn scarcity was heard at the meeting of the broom corn shippers and broom manufacturers at Chicago recently. Pres. Wm. A. Gardner said there was no corner.

In one American Atlantic port at least I know that bonded wheat is considered out of bond once it has left the shore and the owners are permitted, by the Inspector to mix soft American wheat with it as it is being loaded on the boat. That this is being done is enough proof that it is an advantage to the owner.—John Millar, Canadian Grain Commissioner.

A change in the wording of labels under the pure food law is proposed by the Federal Government, under the following amendment to section b of regulation 9: A general guaranty may be filed with the secretary of agriculture by the manufacturer or dealer and be given a serial number, which number shall appear on each and every package of goods sold under such guaranty with the words "Guaranteed by [insert name of guarantor] under the food and drugs act, June 30, 1906."

## Fire Proof Elevator "D" at Fort William.

Elevator "D" illustrated herewith is the third elevator which has been built upon the same site for the Canadian Pacific Ry. Co. at Fort William, Ont. This new and modern structure was preceded by a steel frame building covered with corrugated iron, then a wooden house. Both were destroyed by fire. Elevator "D" is fire proof from the foundation which really begins 70 ft. below ground level to the cupola top.

The foundation for the elevator was started by making a 20 ft. excavation into which 50 ft. piling were driven. This was covered with an 18" concrete slab. Piers were built upon it, then reinforced concrete columns and bin floor. The bins are built of fire clay tile and have storage for 350,000 bus. The elevator which is primarily a working house is built to be run in conjunction with steel storage tanks formerly operated in connection with the burned elevators. It is connected with the tanks by bridges above and tunnels below. As the elevator is located on the Kaministiquia river all grain is shipped by boats. Boat loading is done over conveyors thru the bridges, and over the steel tanks to the river end or boat spouts.

The elevator is 56x154 ft. Adjoining it is a large dust house and train shed containing 4 tracks and 16 pits over belt conveyors which carry grain to the boots of receiving elevators. The house contains 4 receiving elevators, 4 for shipping, 4 for cleaning, 1 for screening, and a special transfer elevator.

The machinery consists of twenty No. 9 Monitor Separators, 2 Monitor screening separators and six No. 9 Invincible oat separators, steel covered; car pullers, belt conveyors for receiving and shipping, dust collecting system, manlift, and electric motors for power and lighting.

The steel framed cupola, enclosed with-

in a double tile wall, contains 4-2,000 bus. and 4-1,600 bus. hopper scales with ganners of like capacity. The working capacity of the elevator is 200 cars per day.

The car shed is equipped with rolling steel doors, metal frame and wire glass skylights. Everything about the elevator including windows and doors is fireproof. The floors and roofs are either monolithic reinforced concrete cast in place, or a cement finish on reinforced portable cement slabs, or tile supported on steel work. The leg casings and spoutings are made of sheet steel. The plant was designed and built by the Barnett-McQueen Company, Ltd., Fort William, Ont.

I consider the Grain Dealers Journal a necessity to the trade, and anyone who wishes to keep abreast of the times can not afford to be without it.—G. Christenson, with Powers Eltr. Co., Sheyenne, N. D.

The Russian government during the past year has moved 10,000 families into Siberia. The head of each destitute family is given \$57 in cash, a horse, and lumber enough to build a small shack of a house.

The production of distilled grain spirits for the last fiscal year was 40,000,000 gals. less than in 1907. The prohibition movement, high price of grain and curtailment of production by brewers are ascribed as causes.

An increase of 122 per cent in the acreage of oats is reported by the Argentine National Statistical Office. This year's acreage is 633,800 hectares and is expected to yield 623,000 tons of oats. An hectare is 2.47 acres.

Poisonous fumes of cyanide of potassium generated in a mill at Spruce Creek, Pa., nearly cost the life of the miller who dallied in the building when opening windows to let out the gas after the insects had been treated.

## Will Not Permit Inspection Unless Shipper Gives Written Permission.

Some railroads of the Central Freight Ass'n territory seem determined to make the new uniform B/L as burdensome to the grain trade as possible and all seem to be set upon enforcing the conditions so unfair and objectionable to the grain shippers of the country. Altho many railroads will not force the new B/L upon shippers until March 1st, many are refusing to permit the inspection of shipments until B/L has been surrendered, unless the shipper gives written permission for such inspection.

A circular issued by a number of eastern roads provides as follows:

### To Agents, Connections and Shippers:

Your attention is called to the new Uniform ORDER Bill of Lading, in which the following clause is printed:

"THE SURRENDER of this original bill of lading properly endorsed SHALL BE REQUIRED BEFORE THE DELIVERY OF THE PROPERTY. Inspection of property covered by this bill of lading WILL NOT BE PERMITTED unless provided by law or unless permission is endorsed on this original bill of lading or given in writing by the shipper."

It has been the practice in the past to permit inspection of grain and hay before surrender of original order bill of lading, at points where Boards of Trade were established, inspection being made by authorized Board of Trade Inspectors.

In order to comply with the conditions of the new "Order" bill of lading no inspection of any kind will be permitted before surrender of original order bill of lading properly endorsed, unless consignee or inspector presents written order from shipper, or way-bill bears notation permitting "inspection before surrender of original bill of lading." Way-bills should not bear notation except when bills of lading have been properly endorsed or written permission given.

We earnestly request that agents at shipping points call the attention of their shippers to the above requirements and if it is intended that inspection be allowed bills of lading and way-bills bear notation to that effect in every case.



The New C. P. R. Fire Proof Elevator D at Ft. William, Ont.



## The Relative Value of Good and Poor Oats.

[Address delivered by J. C. Murray of the grain department of the Quaker Oats Co. before the grain dealers at the Omaha Corn Exposition.]

The oatmeal business in this country, in a few years has grown from very small proportions to an industry almost of national importance.

When the oat crop is short in quantity and poor in quality, the miller's chance for a steady run diminish, our export business disappears and our domestic business is hampered and reduced by high prices and the difficulty of making goods of standard quality. This loss in business cannot be counted in cents per bushel. It is felt not only by the manufacturer and consumer, but by the farmer and mechanic as well.

The total output of oatmeal for the crop years of 1907 and 1908 will not total over 65 to 70 per cent of the standing capacity of the mills, a loss of 30 to 35 per cent to the manufacturers of this country.

In comparing quality, we will base our figures on three grades, beginning with No. 2 Canada Western oats, of which the average test is 38 lbs. per bushel. Secondly, a fair average quality of oats grown in this country in recent years prior to the last two years on which we will figure a test of 32 lbs. per bushel. Third, oats such as have been used for milling during 1907-08 on which we have an average test of 28 lbs. per bushel.

Adopting as a standard for producing a barrel of oatmeal from re-cleaned milling oats the arbitrary figure of ten bushels per barrel, we find the gross requirements of the Canadian Western oats to be 11 bus. per barrel; the 32 lb. American oats 13 bus. per barrel and the 28 lb. American oats of the past two years, 15 to 16 bus. per barrel. This means that in order to produce a barrel of oatmeal in this country during the last two years it has been necessary to handle 2 to 3 bus. per barrel more than in former years and 4 to 5 bus. per barrel more than the Canadian miller, with whom we have to compete for export business.

While this difference in the gross requirements is not by any means all loss to the miller, there is a loss of 1 to 2 cts. per bus. in the sale of the small oats that are taken out of the milling oats and a corresponding loss in additional expense—cost of operation of the cleaning machinery.

It is not difficult to imagine the extra expense of handling 33 1/3 per cent more grain in order to produce the capacity of the mills. The poor crops of the past two years have necessitated considerable increase in the cleaning plants of our mills, and the cleaning house at Cedar Rapids, which is fitted to handle 50,000 bus. of oats per day, is a building of seven stories, 48x48, full of expensive machinery, some idea of which may be had from the fact that 54 different separations are made in the progress of handling the oats through the cleaning house. These are the weeds, etc., the accumulation of straws broken weed sticks, etc., alone received in the oats amounts to 2 1/2 to 3 tons per day. This is absolutely of no value whatever and is burned.

**Weed Seeds:** Our receipts of oats from country stations in Iowa, Nebraska and the Northwest contain such a large percentage of weed seeds and objectionable material that the mills must be furnished with the most complete and accurate cleaning machinery obtainable. The fact that we get seedy oats from many stations year after year, is conclusive evidence of the failure of the farmer to properly clean seed oats. Every farmer knows that these weeds, etc., are a drain on his land and steps should be taken to discontinue the planting of unclean seed.

**Twin Oats:** One of the most serious objections from a milling standpoint to the crops of oats of the past two years is the large percentage of twin oats or double oats which are a useless burden to the oatmeal miller, as they simply fall over the cleaning machinery or sift through and cannot be milled. Experienced seed men tell us that double oats are due to weakened seed or a lack of vitality in the plant during the filling period. Double oats mean poor yields of light weight oats of inferior feeding value.

**Oat Prices:** It is not necessary that we should have low prices on oats in this country in order to do an export business in oatmeal. Oats can sell at the same price in Liverpool or London as in Chi-

cago, and we can still do an export business. This is accounted for by the great improvements in milling machinery, as evidenced by the modern plants in this country today and the superior transportation facilities, enabling us to distribute our products direct from the Atlantic Seaboard to all large European ports. We do not argue for low prices, but we do need good grain.

What varieties of oats are best suited for the manufacture of oatmeal? We have invariably replied that with the one exception of black oats, the variety of the seed is not the vital point. Most mills are fitted with modern machinery to handle all the different varieties of oats, but more particularly the grades ordinarily grown in the oat belt. Any ordinary natural oat testing 32 lbs. or better per bushel, reasonably clean and free from foreign grain, sound and sweet, is suitable for milling purposes. There was a time when considerable objection was made to the yellow or golden and the Russian green varieties on account of the dark color of the hull, which affected the quality of the light oats and the oat feed. These objections have been removed. The mills can handle such oats satisfactorily, and from a milling standpoint, the yellow oats stand as high today as any other varieties.

The mills can adapt themselves to handle oats that can be best produced in the various soils. This is a point which should receive the attention of the farmer and grain dealer: I. e., to sow oats that will yield a fair quality and a fair quantity per acre. No objection should be raised to the sowing of the yellow or Russian green varieties, where the soil is best adapted to them. The point of most vital importance is the test weight, and we are advised that the greatest difficulty in the way of production of heavy oats has been corroborated by hot dry weather following the wet period at the time when the oats are filling. This can be avoided if the oats are planted early enough so that they will have filled before the usual hot period comes, and while this is not infallible, there is a very strong opinion which has been corroborated in the past two or three years that where the seed bed is properly prepared and the oats are sown early, the chances for the crop coming through to maturity without serious mishap are greatly improved. Every grain dealer should make it a point to arouse the interest of the farmers in his territory on this question.

**Proper cleaning of the seed, proper PREPARATION of the seed bed and EARLY PLANTING** will do more to improve the standard of oats for milling purposes on the next crop than anything else we know of. We believe in the introduction of IMPROVED SEED and we believe it is of importance that same be undertaken at once. This, however, can be done only in a small way during the first year or two and will take some time to bring it to a point where the average yield and quality will be materially improved.

In the meantime, if reasonable consideration and attention are given the three points above named—re-cleaning the seed, preparing the seed bed and early planting—much good will undoubtedly result.

**The value of the oat crop to the American farmer,** aside from the fact that oats are practically a necessity from the standpoint of crop rotation, the raising of oats should be a profitable investment. Where it has not been a profitable crop it is largely due to the fact that little attention has been paid to the proper methods of production and little has been allowed to deteriorate and little has been done toward keeping up the standard of the grain. Oats are raised profitably in Europe on land of higher value per acre than most American farms, and we believe that the crop can be made equally profitable in this country with proper attention to its production.

T. H. BUNCH, of Little Rock, Ark., has been fined \$15,000 for receiving rebates in violation of the Act to Regulate Commerce. Slowly but surely the Interstate Commerce Commission and the Federal Govt. are discovering the favored ones. The fines generally levied are so high that shippers seldom desire or ask for any favors which make them amenable to the law. Other grain dealers who feel that they were discriminated against by favoritism shown the Bunch Grain Co., are suing for damages, and with a very good show of collecting.

## Oat Breeding.

[Address delivered by T. R. Garton of Warrington, Eng., on Grain Dealers Day at the Omaha Corn Exposition.]

For many years farmers and breeders have been endeavoring to increase the profits in farming by the adoption of improved stock in their farming operations. If it had not been for years of study and conscientious endeavor by noted live stock breeders the profits in the stock business would be far more uncertain than we now find them. Our modern horses, cattle, sheep and hogs bear only slight resemblance to their ancestors of a hundred years ago, but this vast improvement has not been attained by any uncertain methods of breeding.

We have not paid the same proportionate attention to the improvement of our farm crops, partly because of ignorance of the laws underlying plant breeding and partly the matter has not been so forcibly brot to our attention. It is only in recent years that we have fully realized that we annually suffer great loss by not having better seed and better farm plants. High-priced land and scarcity of labor have forced us to more serious consideration of the subject than formerly. It is on this subject of plant improvement that I wish to tell of the work accomplished at our English plant breeding establishment, Aceton Grange, during the last 30 years.

**Self-fertilization:** Until recently it has been an accepted rule among botanists that many, if not most farm plants, including cereals, are open to natural cross fertilization. In other words, it was believed that the male element of one plant was transported to another by the agency of another plant and cross fertilization thus brot about, just as we have instances of cross breeding in the animal kingdom. After several years of experimentation and trial to bring about distinct and new varieties, it was discovered by our Mr. John Garton that self-fertilization or fertilization of the female organs of a plant by the male organs of the same plant is common rule among cereals. This was made clear by the microscope, for it was actually observed that in cereals the organs of propagation of the seed are enclosed in an air-tight cell which remains sealed until the process of fertilization is complete.

Until this discovery was made it had been the popular supposition that when the pollen or dust that arises from a flower in bloom was in evidence fertilization was taking place. It was believed that in all cases the pollen was being carried from one plant to another by the aid of insects, and by numerous other forces of nature, whereas, as a matter of fact, could we have seen the female part of the plant through a microscope we would have found long before this time fertilization had already taken place in the air-tight cell and the embryo plant was already well along in its course of development.

The ignorance of these facts blocked the plant breeder in his efforts at improvement for many years, for whereas he thought that he was creating new types he was merely pollinating the female some considerable time before the parentage of the seed had been determined by natural pollination. After successful crossing was possible we were enabled to follow more closely the lines adopted by the animal breeder, and it was found that plant form has even more plasticity than the animal form because of the fact that with the plant we have only one unit of reproduction, whereas in the animal we have the two units.

Once we fix types in cereals, nature with her immutable law of self-fertilization preserves that type in all its integrity. If cross-fertilization was the common thing fixed of variety and type would be impossible.

**Regeneration:** After the secrets of cross-fertilization were placed in our hands it was possible to employ what we call regeneration—a mild form of cross-breeding which does not upset the true character of the plant—a crossing of a variety grown under hardy conditions or superior environment with the same variety grown under less favorable conditions.

By the process of regeneration we have brot into being in the last few years varieties. By mating an American Swedish Select Oat with a superior Swedish Select Oat grown under a more favorable environment, such as New Zealand or the Continent of Europe, we have brot into being the Regenerated Swedish Select. That these regenerated breeds possess merit over the original varieties is exemplified by the fact that in public trials they have outyielded all the original varieties.

The third step involved in plant im-

provement has been simple crossing or the making of one distinct variety of oats with another variety. For instance, the mating of Swedish Select Oats with the Kherson, the idea being to blend the desirable characteristics of two different varieties into one plant, thereby enabling us later to select those plants which show to a most marked degree the desirable characteristics. Simple crossing has been the means of creating many new varieties of oats as well as other plants.

To go one step further in the study of plant improvement we must speak of composite crossing or crossing of many distinct varieties and the blending of the desirable characteristics of all such varieties into one plant. For instance, there may be eight distinct varieties of oats or other plants, each of which may have one distinguishing character which makes it superior or different from other varieties. We wish to take the characteristic from each variety, combine it with the one distinct characteristic of each other variety into a new and distinct breed that possesses the good points of all. Furthermore, by making these crosses we perplex Nature to such an extent that she cannot wonder at the variation, and it is from this weird assortment of from 200 to 1,000 distinct types that we expect to cull out new types. When we bring about intense variation by composite crossing new and extremely prolific types are possible, and by selection of desirable types we can fix them permanently after several years of selection.

## Seller Failing to Fill Contract, Buyer Is Warranted in Buying in Market.

Hornor Elev. & Mill Co., Lawrenceville, Ill., Plaintiff, vs. The Gale Bros. Co., Cincinnati, O., Defendant, before the Arbitration Committee of the Grain Dealers' National Ass'n.

On June 25, 1908, plaintiff sold to defendant 7,000 bu. old No. 2 Red Winter Wheat at 90 cts. per bu. delivered Cincinnati on Cincinnati terms. Evidence shows that wheat to cover this sale was shipped by plaintiff within contract time; all of which was applied on contract by the defendant (part of which misgraded and difference adjusted by the parties and finally settled), with the exception of a certain car No. 5314, over which the controversy arises. This car is reported as having arrived and was inspected on July 7, 1908. It graded No. 3 Red Winter. Inspector's notation, "Damp, bad grains, test 58 lbs." Defendant in his report of arrival stated that he would apply it on contract at 2 cts. per bu. discount.

Plaintiff objected to a discount of more than 1 ct. per bus., and because defendant would not agree to this, ordered the car turned over to other parties and sale cancelled. Defendant notified plaintiff that he would deliver car to other parties, but would not cancel the contract, but offered plaintiff the privilege of delivering another car of the contract grade, or failing to do so, would buy a car on the market to complete the contract. Plaintiff in reply stated that if defendant bot any wheat, it would be for his own account.

The plaintiff claims that in as much as some other cars that had been applied on this contract, had graded No. 3 Red, and had been applied at a discount of 1 ct. (by decision of a special arbitration committee) that this car, which he avers contained wheat of same quality, should have been accepted, at the same discount of 1 ct. per bushel. Official Cincinnati Daily Price Current of July 6th. shows difference between No. 2 Red and No. 3 Red of 3½ cts. per bu. July 7th quotes No. 2 Red 90-91, and sale of No. 3 Red at 86, a difference of 4 to 5 cts. per bushel. It may be a fact that the wheat was in all respects equal to plaintiff's statement, but the only evidence before this committee, is the official certificate of inspection, as to quality, and Official Price Current, as to value. Taking into consideration the fact that the wheat was officially called, "Damp. and Bad Grains," the discount of 2 cts. asked for by defendant does not seem to have been unreasonable, and he was in our opinion, acting within his rights, when he declined to accept it, at a less discount.

The contract of June 25th, being for immediate shipment, it was right and proper, for the defendant, to buy at Cincinnati that part of wheat necessary to complete contract. The defendant, as evidence shows, bot on July 19th (the date on which the car in question was turned over to other parties), 1,101.50 bu. No. 2 Red Wheat, at 93 cts. per bu.

Plaintiff claims that an exorbitant price

was paid, and that it is not proper to charge him with the difference between contract price and price paid. The official market report of July 10th reads, "Wheat. The receipts were light, and the market was firm with No. 2 Red Winter quoted at 90-91 cts. on track. Old wheat was held at a premium of about 1 ct. over new. Sales reported were 1 car No. 2 Red Winter (New) track 90½." This on the face of it, would indicate that No. 2 Red (Old) Wheat was worth at least 91½ cts. on track, but no sales are quoted. This was at a time when new wheat was moving, and the supply of both old and new very light, and it is not strange that a strong price had to be paid to procure old No. 2 Red Wheat, and while by comparison with the Price Current, it appears to be an excessive figure, yet the evidence is to the effect that 93 cts. was actually paid for wheat, to complete the contract.

In absence of any quotation, but a nominal one on date mentioned, the receipted bill for wheat bot at 93 cts. is the best evidence of value. The controversy between the litigants over other parts of this contract, and which was finally adjusted, can have no bearing on the adjustment of that part of the contract over which this controversy arises.

Judgment is hereby rendered in favor of defendant. Cost of arbitration to be paid by plaintiff.

H. S. GRIMES, Chairman,  
C. C. MILES,  
E. M. WASMUTH,  
Committee on Arbitration.

Dec. 28, 1908.

The deterioration of the Scottish grain crop the past season is estimated at \$10 per acre for 90 per cent of the lands under crop.



N. Morton, Pittsburg, Pa.

## The New "Pittsburg" Elevator.

Pittsburg has three elevators, the Central, the Iron City, and the new Pittsburg Elevator on the Pennsylvania Lines, which is operated by the Morton Grain & Hay Co. As the illustration shown herewith indicates, the elevator is a very complete, up-to-date plant, being equipped with the latest and most approved machinery for the rapid cleaning and handling of grain.

The elevator has a storage capacity of about 100,000 bus. of grain, and the large well built warehouse adjoining will hold at least 20 cars of hay. The elevator is a studded building, covered with asbestos slate, making it fireproof. A large Cyclone Dust Collecting plant gathers the dirt from the elevator, and cleaner.

Two 30 H. P. St. Marys Gas Engines are used to furnish power. These engines are so placed that they may be operated simultaneously by throwing on power with friction clutches, or separately. Natural gas is used, thus making the cost for power very reasonable.

One great advantage of this plant is its splendid track facilities. It has room for at least 40 cars of grain, and the double tracking system allows cars to be loaded in and out at the same time. A car puller and 100-ton track scales handle the cars of grain before they get into the elevator, the grain being unloaded with two power shovels. After the grain is unloaded, it is elevated to hopper scales of 100,000 lbs. capacity, where it is weighed and checked against the track scales. Both beams are upon the working floor of the elevator.

The management has installed one of the largest Eureka Cleaners ever built by the S. Howes Co., and two manlifts made by Rhinehart Smith carry passengers from bottom to top of the tall structure.

N. Morton, the president of the company, has had an extensive Western grain experience, located in Pittsburg in 1902, and in 1907 organized the Morton Grain & Hay Company, who built this modern up-to-date elevator. W. F. Heidenreich is Secy of the company.

The Morton Grain & Hay Co. does a general wholesale business thru the elevator in grain, hay, flour and feed, as well as operating a public transfer and storage elevator and warehouse.

James Lawliss who runs a feed mill in Brazil, Ind., grabbed at a shining stick which he saw going into his feed mill and extracted a big piece of dynamite. Mr. Lawliss wants to be buried decently.



New Pittsburg Elevator at Pittsburg Pa.



# Grain Trade News

## ARKANSAS.

Little Rock, Ark.—The Board of Trade bldg. burned Dec. 23; total loss approximately \$100,000, of which the Board of Trade sustains about half.

Fort Smith, Ark.—The large hay barn and contents, about 16 carloads of hay, belonging to the Western Grain Co., burned Dec. 20. Loss, \$5,000; insurance, \$2,500; \$500 on the building and \$2,000 on the hay. This is the company's second serious fire inside of two years.

Little Rock, Ark.—The Arkansas Rice Milling Co. has so far completed the organization that it expects the articles of incorporation to show \$50,000 of capital stock fully paid up. The stockholders are Charles McKee, L. W. Cherry, Walter Polk, Thomas Day of Memphis, Mrs. S. Gibson and George Armistead, who are endeavoring to interest the large rice growers in this district to make the company a strictly local concern. They intend to commence work on the building as soon as plans can be drawn and the contract let.

## CALIFORNIA.

Sacramento, Cal.—The Pioneer Flour Mill, owned by the Southern Pacific Co., burned early in the morning of Dec. 30; loss about \$60,000. The fire is believed to have been of incendiary origin, as several previous attempts had been made to burn it. The building had been used for storage purposes by wholesalers for a long time.

## CANADA.

Calgary, Alta.—The large eltr. of the Western Milling Co. burned at night, Jan. 3. Loss, \$75,000, of which \$25,000 was on buildings.

Whitewood, Sask.—The mill and eltr. of James Sanders, containing about 10,000 bus. of wheat, burned Dec. 31. The buildings are a total loss.

Winnipeg, Man.—The Manitoba Linseed Oil Mills have purchased power transmitting machinery, conveyors, steel pans, hoppers, etc. from the Weller Mfg. Co. for their new linseed oil mill here.

Calgary, Alta.—Wm. J. Bettingen & Co. of Winnipeg have opened a branch here. It is their intention to build a line of eltrs. at all the principal points along the north and south branches of the C. & E. Ry.

Vancouver, B. C.—During a raging gale in the evening of Jan. 3 the wheat eltr. of the Vancouver Milling Co. was totally destroyed. Loss, \$200,000, tho the fire was confined to the main eltr., the packing plant a few feet away being saved.

Port Arthur, Ont.—The Thunder Bay Eltr. Co., which was incorporated in November, has let the contract to the Barnett & Record Co. for 1,000,000 bus. of cement tank storage and a 500,000-bu. fireproof working house to be built on the Canadian Northern. The eltr. will be equipped with a full line of cleaning machinery, rope drives, Corliss engine and will have a handling capacity of 180 cars per day.

Outlook, Sask.—The eltrs. of the Canadian Eltr. Co. and the Hall Banking Co. are nearing completion. Work has begun on that of the Independent Eltr. Co., and four more sites have been located. A flour mill will also be built here in the spring.

McLean, Sask.—The municipal eltr. burned yesterday, destroying about 10,000 bus. of wheat. The loss is covered by insurance. The losers were: James Smith, 3,000 bus.; Matheson & Lindsay, 3,000; L. Smith, 2,000; the balance belonged to James Wilcox and R. Johnstone.

Montreal, Que.—James A. Cuttle, gen. mgr. of the Montreal Transportation Co., died recently at Sisson, Cal., while on his way to a health resort. Mr. Cuttle began with the Transportation Co. as office boy 33 years ago. He was a member of the Corn Exchange and well known to the grain trade.

Moose Jaw, Sask.—F. A. Bean, trustee of the Saskatchewan Flour Mills Co., operating the largest eltr. in the province, has ordered of the Weller Mfg. Co. heavy power transmitting machinery and conveying machinery for its new flour mills.

Sedgwick, Alta.—The Burn Grain Co. has started a grain business here.

Brandon, Man.—The Manitoba Grain Growers Ass'n will hold its annual convention here Jan. 19-21. The executive committee of the Ass'n recently sent a resolution to the minister of railways urging that a farmer be appointed a member of the Dominion Transportation Commission to succeed the late Thos. Greenway.

Winnipeg, Man.—The Grand Trunk Pacific Eltr. Co. has been incorporated by F. W. Morse of Montreal, J. E. Dalrymple, H. H. Palethorpe, W. K. Chandler, Thos. Gillespie, J. A. Stevenson and Hugh Phillips of Winnipeg; capital stock, \$1,000,000. The operations will be carried on principally at Fort William, but the head office will be here.

## CHICAGO.

Memberships in the Board of Trade are selling at \$2,500.

The Board of Trade will hold its annual meeting Jan. 11.

The Board of Trade gave no New Year's entertainment this year.

Clerks on the Board of Trade contemplate forming a mutual benefit ass'n.

The wife of Jas. H. Templeton has petitioned the court for separate maintenance.

The official rate of interest to be charged during January for advances upon Bs/L is 5 per cent.

Geo. E. Marcy, pres. of the Armour Grain Co., has been confined to his apartments with typhoid fever.

The public warehousemen are publishing their annual legal notices of storage charges. Rates are unchanged.

John E. Von Dorn of Omaha has been expelled from membership in the Board of Trade on the charge of reporting fictitious trades.

W. H. Bartlett, who fell from his horse recently while visiting his New Mexico ranch, has been steadily improving since the accident.

The annual Board of Trade assessment will be \$75 for 1909. During the past year the directors of the Board bot and canceled 37 certificates of membership.

A small fire in the shipping room of the grain eltr. owned by W. H. Merritt & Co., Jan. 5, threatened to destroy the plant and thousands of dollars worth of grain.

Recent accessions to the membership in the Board of Trade Mutual Benefit Ass'n has brot the roster up to more than 850, with a value of nearly \$3,000 to the beneficiary.

Walter J. Bush, who has been in the hospital for about a month on account of an operation, has recovered and has re-entered the employ of Clement, Curtis & Co. as their corn trader.

Sample throwing was tabooed on the last day of the old year, owing to the watchfulness of the room committee of the Board. The "stunts" that had characterized past years were omitted.

James E. Bennett & Co. have succeeded Thomas Bennett & Co.; but the change is one in name only, as James E. Bennett for the past 15 years has been sole proprietor, and the policy will continue the same.

Frank Marshall will build a storage annex of 150,000 bus. capacity at his present eltr., to which connection will be made by belt conveyor top and bottom. The material of the 10 tanks will be reinforced concrete. The foundation has been excavated, and the construction will be supervised by C. M. Seckner.

Members of the Board of Trade have contributed over \$9,000 to the fund for the relief of the Sicilian earthquake sufferers. The relief committee is composed of W. S. Jackson, chairman; James A. Patten, Robert Pringle, Edward H. Morse, Edward A. James, Walter C. Hatley, E. L. Glaser, James B. Carter, E. W. Bailey, James Pettit, C. B. Van Kirk and C. D. Harris.

R. W. Carder says, "A number of the members of the Board of Trade, who do not favor the present method of inspection have been requesting me for some time to circulate a petition to be presented to the Directors asking them to have the Railroad & Warehouse Commission return to the old method of inspection, which was very satisfactory. The present method causes so much unnecessary delay. The real reason is that the members do not like for the State dept. to have samples drawn by inefficient men, and when a reinspection is desired only recognize their own samples. They will not recognize Board of Trade samples. Then if you call for a reinspection of the grain the original sample is referred to, the receiver first putting up \$1.00. If you want inspection from new samples you have to put up \$5.00. It takes from one to three hours to get an inspection certificate after the samples have been taken to the office, and as there is really only one hour for cash business, from 11 to 12, the receiver is greatly inconvenienced. If we want the Inspection Dept. to furnish us a sample it costs 15c. If the directors do not act favorably upon this petition we members of the grain trade will address a special letter to the Railroad & Warehouse Commission or Gov. Deneen. Only about 6 members of the Board who are receivers favor the present method."

Labor unions in which are enrolled the elevator workmen are in a difficult position thru the advance in wages made the past four years and the present surplus of laborers. Elevator proprietors who hire regardless of union affiliations are able to make a big saving over their competitors who pay the union scale of wages, which is said to be 30 per cent higher than in other cities.

An exception to the official classification, applicable only to Chicago, has been made in amendment 73 to ICC No. 708, as follows: Owners will be required to load and unload carload freight carried at carload rates, except fruits and vegetables, heavy freight requiring handling by railroad company's crane and package freight requiring tally, which will be, on request or at convenience of the railroad company, handled thru its freight house.

Application for membership to the Board of Trade has been made by Edward J. Feehery, John W. Smith, John Luther Smith, Luther Lee Smith and Ira Craig Ketcham. Application for transfer of membership has been made by Jas. G. Marshall, Geo. C. Ryan, Rollo H. Scott, John C. Geraghty, Thomas J. McMurray, Eugene A. Breesse, Wm. H. McKay, James A. Atkinson, Ernest A. Schmidt, and the estate of Thomas A. McIntyre. The membership of L. H. Manson is said to have been allowed to lapse for non-payment of dues. The directors recently admitted the following to membership: Fred J. Thacher, Henry Stolz, Arthur F. Bliss, Harry E. Howland, Moses Simons, and Kenneth P. Edwards.

The railways operating east of Chicago district stop-over points will absorb the in-bound switching charges on grain handled into all eltrs., mills, malt houses, breweries, distilleries and glucose factories at Chicago district stop-over points, which shipments of grain or grain products are delivered to them for transportation to eastern or southern destinations, effective Jan. 20-22. The refund of such switching charges will be made upon presentation of the paid freight bills of the roads performing the in-service covering in-bound grain tonnage equivalent to the out-bound grain or grain product tonnage. The effect of these tariffs is that both in-bound and out-bound switching charges on grain handled through this market will be absorbed.—W. M. Hopkins, manager Transportation Dept., Board of Trade.

John A. Bunnell, the only nominee, was elected pres. of the Board of Trade at the recent annual election; Jas. Bradley moved up to first vice pres. J. C. F. Merrill and R. D. Richardson were candidates for second vice pres., the former winning. For the five directors two tickets were nominated, Jas. C. Murray and John C. Wood, on one slate, and C. F. Schneider, Chas. P. Randall and Ernest G. Brown, on the other, being chosen, Mr. Murray receiving the highest number of votes. The regular nominees for members of the committees on appeal and arbitration met no opposition. The new officers and those holding over are: Directors, Augustus J. White, Charles H. Sullivan, Frank B. Rice, Allan M. Clement, Harry Boore, James C. Murray, John C. Wood, Frank M. Bunch, Charles Baker, Edward Andrew, Ben. B. Bryan, Samuel P. Arnot, Ernest G. Brown, C. F. Schneider, Charles P. Randall; committee on arbitration, Michael P. Kelly, H. G. Newhall, Henry A. Rumsey, Edward A. Doern, Howard Field, Robert W. Carter, Henry M. Paynter,

Ralph A. Schuster, James J. Fones, John R. Leonard; committee of appeals, Geo. A. Wegener, Richard C. Russell, David A. Noyes, Willson H. Perrine, Alexander O. Mason, Frank G. Ely, Harold T. Mulhall, John Tredwell, Fred A. Paddleford, G. Willard Hales.

## COLORADO.

Colorado Springs, Colo.—The H. A. Robinson Grain Co. has purchased the property previously leased by it and is putting in probably \$10,000 in extensions and improvements.—L. M. Hunt.

## IDAHO.

Sweetwater, Ida.—I quit the grain business Sept. 1, '08. My successor as agent is Otto Wendt.—W. L. Crawford, Lewiston, Ida., former agt. for Vollmer-Clearwater Co., Sweetwater.

## ILLINOIS.

Blackstone, Ill.—Dunlap & Ruddy have succeeded G. B. Hager.

Dwight, Ill.—Boston & McClelland have succeeded E. H. Young.

Newton, Ill.—E. T. Martin & Co. have succeeded Martin & Hinds.

Xenia, Ill.—Byrd & Dempsey Milling Co. has succeeded the Morris Milling Co. Arcola, Ill.—The National Eltr. Co. of Indianapolis has engaged in business here.

Frankfort, Ill.—A 12-h. p. gasoline engine will be installed in his eltr. by C. J. Meyer.

Alexander, Ill.—The Fred B. Six Grain Co. has succeeded the Central Ill. Grain Co.

Hight sta., Dalton City p. o., Ill.—Smith & Scott have succeeded C. A. Hight & Co.

Kankakee, Ill.—The Prairie State Grain & Eltr. Co. has succeeded the White & Rumsey Grain Co.

Assumption, Ill.—J. F. Ellis is now mgr. of the Farmers' Eltr. Co. in place of J. A. Henebery.

Sabina, Ill.—C. Bishop, formerly of Le Roy, has succeeded E. M. Davis as mgr. for J. H. Fawver.

New members recently admitted to the Illinois Grain Dealers' Ass'n are: Willis Samuel, Milmine, Ill., and Gerstenberg & Co.

Saunemin, Ill.—The Saunemin Eltr. Co. has bot the eltr. of Coon Bros. for \$6,200. Alonzo Coon is preparing to move from the village.

Weldon, Ill.—Arthur Webb, of the L. F. Webb Grain Co., was married in Taylorville on Christmas day to Miss Addie Shearer.

Galesburg, Ill.—The Davis Grain Co. has increased its capital stock from \$30,000 to \$45,000 and the number of directors from 3 to 5.

Peoria, Ill.—All switching charges on grain shipments will be absorbed by the Rock Island, Lake Erie & Western and the Big Four.

Maroa, Ill.—W. J. Compton has resigned as agt. for the Shellabarger Eltr. Co., to take effect Jan. 30, and will engage in other business in Chicago.

Fairbanks sta., Wilmington p. o., Ill.—C. E. Davis, of Davis Bros., has sold his interest in the eltr. here and has purchased the interest of his brother, A. F. Davis, in the eltr. of Davis & Davis at Arthur, Ill.

The Northern Illinois Grain Dealers Ass'n held a meeting Friday at Chicago.

Morris, Ill.—The Farmers Square Deal Grain Co. has increased its capital stock from \$15,000 to \$20,000.

Taylorville, Ill.—Farmers Mill & Eltr. Co. of Taylorville incorporated; capital, \$50,000; incorporators: Chas. E. Evans, Kelsey Sharp and B. F. Shannon.

Kankakee, Ill.—Rumsey & Co. have bot conveying machinery spouting, and power transmitting machinery from the Weller Mfg. Co. for the Prairie City Eltr. Co.

Sycamore, Ill.—We have succeeded Geo. Hunt in the grain and feed business, but do not have to build an eltr., as we have the best in town.—Thomas & Adee.

Steward, Ill.—I have leased the grain eltrs., formerly operated by the Neola Eltr. Co. and have removed from Rockford, Ill., to this place.—O. I. Richolson.

Ellis, Ill.—Earl M. Davis, until recently mgr. for J. H. Fawver at Sabina, Ill., has bot Coon Bros. eltr. here and will operate it. He will reside at Armstrong.

Ulah sta., Souders p. o., Ill.—W. S. Johnson and H. H. Sterling, both of this place, have bot the business including the eltr. of Frank Hall & Co. They took possession Jan. 1.

Peoria, Ill.—Thomas A. Grier, Jr., son of T. A. Grier, is the defendant in a suit for \$25,000 damages, by Wm. Snyder, struck, July 3 last, by an automobile operated by Grier.

Blodgett sta., Elwood p. o., Ill.—C. H. Wood has put a new scales in at his grain office, replacing the one that broke down recently. He is now well equipped for the grain trade.

Toulon, Ill.—The Davis Grain Co. has bot the eltr. and grain business of the Johnston Lumber Co. and has taken possession. I represent the firm at this point.—Fred M. Davis.

Bates, Ill.—Bates Farmers Eltr. Co. incorporated to deal in grain, coal, lumber and merchandise; capital, \$3,000; incorporators: E. H. Taylor, Thomas Cody, Jr., Charles R. Taylor.

Wilburn, Ill.—Banta Bros. of Lowpoint bot the eltr. of Frank Owen & Sons and took possession the first of the year. They contemplate adding an implement store and a lumber yard to the grain business.

Congerville, Ill.—I sold my eltr. and lumber yard advertised for sale in the Grain Dealers Journal to Leslie Reel of Congerville, Ill., but I will have possession of it until Dec. 1, 1909.—W. J. Rich.

Sherman, Ill.—In the suit by V. D. Van Meter against Woods & Metcalf the court recently decided that the firm has the first property right in the eltr. and grain of R. C. Cox, of which they had taken possession under execution.

Peoria, Ill.—Frank Hall & Co. have discontinued business. Frank W. Arnold, who has been manager the past five years, will engage in the grain business again July 1, after taking a much needed rest. The old firm was established by E. S. Easton in 1863. Frank Hall, who died a year ago, succeeded Mr. Easton in 1882.

Deland, Ill.—Roy Parrish of Homer, Ill., bot the eltr. of Kahler & Son, Dec. 31, and will take possession in 15 days. While young in years, Mr. Parrish is old in the grain business, having been a partner with his father for years in the well known firm of J. H. Parrish & Son at Homer. The sale was effected by James M. Maguire.



New Holland, Ill.—W. B. Chamblin, mgr. for the Farmers Eltr. Co., died Dec. 24. He owned a fine farm of 200 acres near Mason City and had been a prominent farmer all his business life. He moved here last fall to take charge of the eltr. that was built largely thru his influence and was completed the day of his death. He is survived by a wife and a daughter.

Batavia, Ill.—R. C. Hollister, who for the past 11 years has conducted a feed business, has sold his interests in that and his eltr. to John Warne of Aurora, formerly connected with the International Harvester Co. Mr. Warne has a wide acquaintance in this section, having lived here nearly all his life. It is understood that Mr. Hollister retires to take a government position.

Chesterville, Ill.—A new eltr., making the third for this place, tho that of Dare & Layton is not now in use, is to be built here by Davis Bros., the grain men of Arthur. The plant will be equipped with up-to-date machinery and appliances. Work will begin early in the spring. Meantime Davis Bros. will build an office and will begin buying grain as soon as they can get scales set up.

Cerro Gordo, Ill.—The eltr. of the Shellabarger Eltr. Co. has been purchased by the Farmers Eltr. Co., that now owns two eltrs. here, operated under the name of the Cerro Gordo Grain & Coal Co., controlling the entire grain trade at this point. Mr. O. N. East, retiring mgr. for the Shellabarger Eltr. Co., has been retained as mgr. by the farmers.—Felger Bros. & Baker, Moline, Ill.

Minooka, Ill.—The Minooka Grain Lumber & Supply Co. has let the contract to the Burrell Engineering & Construction Co. for the erection of a cribbed, ironclad eltr. of 60,000 bus. capacity on the old foundation, to be equipped with 2 stands of elevators, 20-h.p. gasoline engine, 2,000-bu. automatic Avery Scale, and 2 dumps for small grain. Work is to start Jan. 11 and be finished Mar. 15.

Kewanee, Ill.—On the completion of the additions of his eltr. C. A. Wylie will carry a large line of grain and other stock. He will handle baled hay and straw, sacked, barrel and rock salt and poultry food by the car loads. His new building is now practically completed and when all the apparatus has been installed cars can be quickly loaded from the new building, whence a rope and pulley conveyor will be constructed to the railroad tracks.

Bloomington, Ill.—Grain men and police are determined to put a stop to the theft of grain if possible. At several places in central Illinois elevator men have recently suffered considerable loss. So persistent have the raids been on cars consigned to them that their serious losses have roused them to determined action. In several instances examination of cars has shown that holes had been bored in the bottom of the cars and large quantities of grain taken out, after which the holes were plugged up and this method of stealing grain was only discovered by accident. Whether the work was done in this city or in some other town thru which the loaded cars passed is unknown, but police have been on the lookout for some time. Dec. 30 a young man was arrested at Pekin on suspicion of knowing considerable about the disappearance of grain. With others he had disposed of quantity of chicken feed about town, but he claimed the grain was obtained by sweeping out empty cars.

## INDIANA.

Hammond, Ind.—John J. McCormick has bot out the Gary Grain Co.

Willow, Ind.—We have installed a new 20-h. p. engine in our eltr.—Thomas, Kinder & Co.

Wolcottville, Ind.—The new eltr. of the Farmers Eltr. Co. is almost completed.—Z. Case, Lagrange, Ind.

Princeton, Ind.—After giving bond for his appearance in the forgery case against him Henry E. Agar has returned to Texas.

Indianapolis, Ind.—Union B. Hunt, chairman of the Indiana Railroad Commission, has resigned, and John F. McClure has been appointed in his place.

Huntington, Ind.—The Reliance Construction Co. has ordered the Weller Mfg. Co. to ship a complete outfit of transmitting machinery, belts, buckets, etc., for the eltr. it is building here.

The annual meeting of the Indiana Grain Dealers Ass'n will be held at the Board of Trade Assembly room, Indianapolis, Ind., Jan. 19 and 20. The program was published Dec. 25 in this column.

La Fayette, Ind.—A farmers' short course will be given at Purdue University Jan. 11 to 16. Lectures will be given on selection and storing of seed corn, on pure seeds, the stock food law and the testing and grading of seed corn.

Fountaintown, Ind.—The Fountaintown Eltr. Co. has just completed an ear-corn addition to its eltr. and has also put in new machinery thruout, making it one of the best small houses in this part of the country. The work was done by W. S. Moore.

Milan, Ind.—The eltr. and flour mill, the oldest in Ripley county, owned by John F. Heimsath of Napoleon, burned Christmas morning. The eltr. contained 3,000 bus. of wheat, 1-3 of which was placed there on deposit by farmers. Loss, \$10,000; not covered by insurance.

Franklin, Ind.—Wm. Suckow, miller, has let the contract to the Burrell Engineering & Construction Co. for an eltr. of 70,000 bus. capacity, connected with the other eltr. by two screw conveyors, aggregating 250 ft. in length. The new house is of cribbed construction, covered with galvanized corrugated iron.

Because of a certain clause in the new uniform B/L M. T. Dillen, sec'y of the Indiana Grain Dealers Ass'n, is sending members the following notice: "Shippers billing grain to their order should write on shipping bill and request agent to put on way bill, 'Inspection Permitted.' If this is not done the grain can not be inspected until the bill of lading is delivered to the railroad. If you will see that this is done, there will be no delay or chance for demurrage."

St. Paul, Ind.—Some time ago Wm. Nading of Shelbyville placed in charge of the eltr. here of the Nading Mill & Eltr. Co. Thos. Leffer and Ira Martin. The two men worked on commission and made good money, till recently they disagreed and Mr. Nading found it necessary to discharge one of them. He let Martin go. This is the second time he has discharged Martin in the last two years. A committee of several of Martin's friends called on Mr. Nading and asked his reinstatement. Mr. Nading replied that Leffer should remain in charge. Both men have their friends, and Martin's have started talk of getting another eltr. here.

Earl Park, Ind.—Harry J. Caldwell of Caldwell, Barr & Co., died Dec. 21 of heart disease. He represented Benton and Warren counties in the 1907 legislature.

Union City, Ind.—N. A. Grabill has bot of the Weller Mfg. Co. for the Pierce eltr. a complete outfit, including eltr. legs, power transmitting machinery and overhead dumps.

## IOWA.

Washington, Ia.—An eltr. will be built by Chalmers & Eldridge.

Matlock, Ia.—I have moved here from Cleghorn, Ia.—D. R. Miller.

Leon, Ia.—The Talbott Grain Co. is preparing to build a large eltr. within a few months.

Davenport, Ia.—The glucose factory of the Corn Products Co. was closed indefinitely Dec. 31.

Atlantic, Ia.—J. Port has engaged in the grain business here and will soon bring on his family.

Swea City, Ia.—We have bot the eltr. formerly operated by Charles Rippe, Greig & Zeeman, Estherville, Ia.

Fort Dodge, Ia.—A report of the meeting of the Western Grain Dealers Ass'n at this city is given elsewhere in this number of the Journal.

Irving, Ia.—Vern Stone has resigned his position as mer. of the eltr. of the Farmers Eltr. Co., anticipating a better position with an eltr. firm in Des Moines.

Robertson, Ia.—I have taken G. N. Patten's place in the eltr. here owned by Geo. Wadsworth of Iowa Falls, Ia. Mr. Patten goes to Oklahoma. I had been in the employ of E. G. Simpson & Co. for the past five years.—J. W. Zuffall.

Audubon, Ia.—Capt. Stuart, founder of the town of Stuart, has bot six eltr. lots here and is covering them with warehouses, coal houses, corn cribs and lumber yards. He will build a large grain eltr. in the spring. S. P. Rhodes has charge of his business here.

Albion, Ia.—Chas. A. Robinson, a well known farmer, has bot the grain, coal and lumber business of Samuel J. Burroughs. He took possession Jan. 3. He has also purchased one of the best residences in the town. Mr. Burroughs goes to take charge of his father's farm three miles out.

Ames, Ia.—A handsome silver cup valued at \$125 has been offered as a trophy to boys and girls, aged 12 to 17 years, who exhibit the best 10 ears of corn at the Ames short course which began Jan. 4 and continues two weeks. The trophy has been put up by J. D. Sundberg, pres. of the Iowa Corn Growers Ass'n.

Sibley, Ia.—R. L. Wolf, who was at one time mgr. of the eltr. of the Farmers Eltr. Co. at Ashton, Ia., has been returned to this place from Huntley, Mont., where he had located with his family on a claim. He must face the charge of embezzling \$760 from the eltr. company, which he denies. The case will be tried at the January term of court.

Panora, Ia.—Mr. Eaton, mgr. of one of the eltrs. here, narrowly escaped losing \$90 by advancing that amount to a stranger on 2,000 bus. of corn to be delivered. A farmer northwest of town visited Mr. Eaton and, giving a false name, contracted for the sale. After the transaction Mr. Eaton became suspicious and tele-

foned to the neighborhood the farmer gave as his residence, and was informed no such man was known. Officers were notified and at 5 a. m. found the farmer at his own farm. He was taken into custody and the \$90 recovered.

Conway, Ia.—Early Sunday morning, Dec. 20, the eltr. owned by W. B. Allen & Son burned to the ground. It was one of the best built eltrs. in this part of the state and its loss is considerable, as it may not be rebuilt or, if so, not anything like its former size. Mr. Allen contemplates building a grain house on a smaller scale adequate to handle his business.

Shell Rock, Ia.—Herbert Levy recently had his left hand drawn into the husking rolls of a corn shredder and so badly lacerated it had to be amputated. Just a week before, Wm. Zimmer, 40 years of age, married and with a large family of children, was injured in the same manner by the same machine. Six accidents with corn shredders have occurred in this vicinity this season.

Council Bluffs, Ia.—Grain men complain of wholesale thievery from cars of grain on sidetracks in the outer edges of local yards, and are endeavoring to stop such depredations. They have declared their intention of seeking redress in full from the railroad companies. Wm. C. Droge, of the Droge Eltr. Co., has warned the Illinois Central thru its claim department that he expects the company to stand good for such future losses unless its provides a watchman for the yards and particularly for the grain cars. He reports the theft of a large quantity of oats from two cars consigned to his company and standing on the delivery tracks of the I. C. road near the Droge eltr. The seals on both cars had been broken and grain was scattered about on the ground at the side of the cars. The theft occurred on Christmas eve and was discovered by Chas. Kruse, Omaha grain inspector, who makes daily visits to the grain cars standing on side tracks. Mr. Kruse reported that fully 75 bushels had been taken from the two cars. Some days before Mr. Kruse reported a string of seven cars, every one of which had been broken into and a large quantity of grain taken. It was evident that the thieves had tried different cars in the string and, finding that the doors would not open after the seals had been broken, they continued until they found a car they could enter. Traces left by the thieves indicate that they used a wagon to haul away the grain.

## KANSAS.

Lindsborg, Kan.—Lindsborg Mill & Eltr. Co. will install the Hall System.

Russell, Kan.—A new wheat loader has been attached at the eltr. of H. Fose & Co.

Florence, Kan.—Walter Bros.' new eltr. of 5,000 bus. capacity has just been finished.

Dilwyn, Kan.—The Dilwyn Grain & Supply Co. will install the Hall System in its eltr.

Reserve, Kan.—The eltr. of the Jones Grain Co. burned Dec. 30, destroying 4,000 bus. of grain.

Morganville, Kan.—The mill company has changed its name from the Morganville Mill & Eltr. Co. to the Morganville Mill & Grain Co.

Haviland, Kan.—The H. E. Davis Grain Co. has discontinued at this point. The Pratt Mill & Eltr. Co. will enlarge its warehouse to 25,000 bus. capacity.—Charles Cooper.

Ellis, Kan.—C. W. and C. N. Crozier of Hays have been here checking up the accounts of the Wheatland Eltr. Co. While here they installed as mgr. E. L. Allman, who succeeds Mart Stehley.

Perry, Kan.—W. M. Cardwell, whose eltr. burned Nov. 15, has contracted with the Pelkey Construction Co. to build another of 15,000 bus. capacity, to be completed the first of March; cost, \$6,000.

Galva, Kan.—The Galva Mill Co. has been incorporated with \$15,000 paid up capital, to do mill and grain business, with an eltr. attached to the mill here.—The Galva Mill Co., McPherson, Kan.

Norton, Kan.—The Farmers Mill & Eltr. Co. has been reorganized with resident men in control and a capital of \$50,000. Much of the stock has been held by non-residents and poor management has interfered with the success of the enterprise, so the mill has not been operated for several months past.

Clay Center, Kan.—The Farmers Eltr., lately established near the milling property of the Snell Mill & Eltr. Co., has been sold to U. G. Muck for \$6,000. Mr. Muck is an experienced grain handler, having been connected for a long time with the Poor Grain Co. He took possession the first of the month and will move his family to Clay Center.

We have decided to hold the next annual meeting of the Kansas Grain Dealers Ass'n at Kansas City, Mo., Feb. 2, 3 and 4. The first session will be held on the afternoon of Feb. 2. We will make our headquarters at the Coates house and hold our meetings in the Railroad Club rooms.—E. J. Smiley, Sec'y, Topeka, Kan.

Blaine, Kan.—We are building an eltr. of 10,000 bus. capacity on the Union Pacific R. R. The house is of concrete and wood and is equipped with a 15-h.p. International Gasoline Engine. This is the only eltr. in the town. It will be owned and operated by W. P. and R. B. O'Shea, under the name O'Shea Bros.—R. B. O'Shea.

Greensburg, Kan.—As yet we have let no contract for our eltr.; but will probably put in one of about 25,000 bus. capacity, and will aim to have it completed for the new crop of 1909. Will also have our new 100-bbl. mill with meal and chop attachments running about March 1st. We will be on the R. I. railroad with spur to the mill.—V. F. Abel, sec'y Greensburg Mill & Eltr. Co.

Wichita, Kan.—Altho the grain dealers of this city have held numerous banquets and social functions, the first banquet ever given by the Wichita Board of Trade, now numbering 35 members, took place in the dining room of the Chamber of Commerce, Dec. 16. Plates were laid for 74. Wives and daughters of members were present. Wm. Keenan, pres. of the board, acted as toastmaster, and noted that the familiar term "tables cleared," indicating a good day's work among grain men, applied here as evidence that the guests had enjoyed the elaborate 8-course dinner. While enjoyment and not business was the order of the evening, some matters concerning the organization's future welfare were discussed and the need of a building for the board was broached. Tho no action was taken, all present favored it, as Wichita's increasing trade in grain and flour makes it only a question of time until a board of trade building becomes a necessity. Afterwards the room was turned into a parlor and the women enjoyed a social hour while the men smoked and talked.

Kansas City, Kan.—Always before I have concentrated my force in Kansas City as there the big grain business was done. Now I find it necessary to spread my inspectors out over the state. I have had inspectors at Wichita and Hutchinson for some time and this week I have established an office at Anthony. The business of Kansas City as a grain center has fallen off a great deal the last few months. Just as it has fallen away has the grain business of the towns in the southern part of the state grown. Every town in southern Kansas and the wheat growing section shows a growth. Coffeyville also is doing a big grain business, as it has railroad outlets to the gulf, as has Wichita, Hutchinson and Anthony. The business of the different grain firms is also falling off. Some of the grain men in Kansas City who have been living high have had to sell their automobiles and cut expenses in other lines simply because the grain business is being taken away from the town. The Kansas City people are working hard to get the old plan back. They realize that something must be done or the grain trade will be entirely destroyed. Various plans are being worked out to re-establish the old order of things.—J. W. Radford, chief grain inspector.

## KENTUCKY.

### LOUISVILLE LETTER.

Buying is limited at present because the high prices of grain is causing consumers to hold off, and to use only what they need immediately. Tho the market is a little improved, it is not nearly so good as it should be.—H. Verhoeff & Co.

Altho recent rains have helped to fill the channels of some of the smaller rivers of Kentucky, there is still a shortage in the supply of water for the distilleries, which consequently have not started up, in as large number as usual at this time of the year.

Some Louisville flour millers went to Nashville Jan. 5 to attend a conference of millers on the subject of milling in transit. The meeting was to define the attitude of the millers clearly before the St. Louis meeting, at which all interests affected will be represented.

A. Brandeis, who has been a member of the board of directors of the Board of Trade for twenty years, has been nominated for the office again, and will in all probability be re-elected. He is chairman of the grain committee, and has served in this capacity efficiently for a long time. He has been frequently urged to accept the presidency of the Board, but has always declined.

Much interest is being taken in the meeting of grain dealers and railroad representatives to be held in St. Louis Jan. 13 for discussing the "milling in transit" question, which is still high in the air. An effort will be made to secure a definite agreement on the question at the meeting, and it is strongly hoped that whatever is done will be with the interests of the grain trade as a whole in view. It is believed that the railroads are willing to take reasonable action, so that the situation is not regarded with alarm by Louisville grain men. It is expected that Alfred Brandeis, a representative of Ballard & Ballard, and possibly Tom Williams, of S. Zorn & Co., and H. H. Bingham, of the Bingham-Hewett Co., will attend the meeting.



The grain situation in Louisville has shown some improvement during the past few weeks, a condition which is believed to be due to the fact that the South is gradually using up its bumper crop; and is now in a position to take grain from the usual sources. However, it is regarded as likely that a strong demand will not set in so long as prices are maintained at their present high level, and that for the present buyers will continue to purchase only for immediate needs. The starting of additional distilleries, and the running of flour mills on a normal basis have served to increase the demand in those directions, so that the market is in somewhat better condition.

## LOUISIANA.

Rayne, La.—The Ida rice mill, owned by J. D. Marks, burned Dec. 22, destroying 4,000 bags of rough rice and 8,000 pockets of clean rice worth about \$40,000. The mill was valued at \$40,000 and carried \$25,000 insurance. The net loss will probably reach \$30,000. The warehouse of Merving Kahn, containing several thousand bags of rice, also burned.

### NEW ORLEANS LETTER.

Demand for the better grades of hay continues good, but lower grades are not selling well.

Inward inspection: Export wheat, 62 cars; export corn, 906 cars; local corn, 128 cars, and local oats, 68 cars.

The grading of Illinois corn from Dec. 21 to Jan. 5, inclusive, showed: No. 2, 80 cars; No. 3, 139 cars; No. 4, 7 cars; N. G., 1 car.

Julius Weis & Co., of New Orleans, are planning to establish a grain elevator at Lake End, La., near Shreveport, to handle corn grown in that vicinity.

Stocks Jan. 5 were: Stuyvesant Docks, 313,000 bus. of wheat and 547 bus. corn; Westwego, 65,000 bus. of wheat and 90,000 bus. of corn; Chalmette, 2,000 bus. of wheat.

W. J. Dardis, for several years manager for George Gerdes, grain broker, has been admitted to membership in the firm, the name of which has been changed to George Gerdes & Co.

The Browder-Fulton Co., Limited, has been incorporated to do a general grain and flour business; capital stock, \$30,000. David H. Browder, head of Browder Bros., is president of the new firm.

The Civil District Court at New Orleans Jan. 5 decided against the Illinois Central in the litigation begun by it against the Frisco system, but as the Illinois Central will appeal, the prospect is that the Frisco's entrance into New Orleans will be still further delayed.

At the annual election of the Board of Trade next week several prominent grain and flower men will be candidates for office. A. F. Leonhardt, long chairman of the grain committee, has been nominated for first vice-president, and Henry Schreiber and E. F. Kohnke, former presidents of the exchange, are candidates for the board of directors.

Grain exports from New Orleans for the month of Dec., '08, amounted to 223,391 bus. of wheat, all of which went to the two European ports of Antwerp and Hamburg, and 573,184 bus. of corn; compared with 1,508,460 bus. of wheat and 423,749 bus. of corn during Dec., '07. The total exports for the last 4 months of 1908 were 2,221,468 bus. of wheat and 937,812 bus. of corn, compared with 3,794,126 bus. of wheat and 718,014 bus. of

corn during the corresponding period of 1907, as reported by W. L. Richeson, chief grain inspector, New Orleans Board of Trade.

The report of Sec'y Herring to the annual meeting of the Board of Trade Jan. 6 showed that for the year 1908 the receipts of wheat at New Orleans were 3,070,500 bus., 5,876,400 bus. of corn and 3,735,765 bus. of oats. The shipments for the year amounted to 3,508,509 bus. of wheat, 4,602 bus. of corn and 124,730 bus. of oats.

Feed and grain dealers report that there has been some improvement in demand for feed since the latter part of December, when conditions were declared to be very unsatisfactory, but even at this time business is still below its normal volume for this season of the year. This applies particularly to corn, oats and bran. What trade there is is confined largely to the city, the country orders being scarce and generally unsatisfactory. Trade is declared not of a healthy character. Prices of both soft and hard winter wheat bran have been gradually advancing, despite the dullness.

The Board of Trade has postponed taking action on the establishment of a hay inspection department, which was to have been done Jan. 1. The cause of this is the demoralized condition at the terminals here, so far as hay is concerned. The destruction of three of the four Illinois Central hay sheds has resulted in congestion at the terminals, and it has been found necessary by the company to again place in effect an embargo against hay shipments to this market. While much complaint is made by dealers here, it is believed now that a plan has been agreed upon which will aid in relieving the congestion.

Harry W. Benedict, head of the Benedict Commission Co., grain and hay, died Jan. 2 after a long illness, of bright's disease. Mr. Benedict, who was 51 years old, was a director of the National Hay Ass'n, a member of the Grain Dealers National Ass'n and a member of the Board of Trade's hay committee. He was also a thirty-second degree Mason. Several years ago he organized the grain firm of Heck & Benedict, which later became Stanton & Benedict, and later the Benedict Commission Co. Associated with him in the latter were Jac. and Joe Trautman, and Harry W. Benedict, Jr., his son. He leaves also a wife and grown daughter.—H.

## MARYLAND.

### BALTIMORE LETTER.

The embargo on shipments of hay from Maryland has been raised by the government.

Geo. Hilt, at one time prominent in the grain trade of this city, died recently at Hanover, Pa.

In the article on page 840 of the Journal of Dec. 25 it is important to make a correction as to the disposition of the screenings from the combination spout and screen used by the Baltimore eltrs. The screenings are the property of the party shipping the grain and not the eltr. companies, and they do not in any way help to take care of scaleage, natural shrinkage or anything else. For instance, if we ordered 1,000 bus. of corn screened and it lost 5 per cent, they would ship out only 950 bus., the other 50 bus. would be in screenings and would be disposed of by the merchants here as their own property.—H. E. Wack.—B.

The Mount Clare hay and wheat depositary of the B. & O. R. R., a frame building covering a block, burned Dec. 26. Loss, \$50,000.

The local eltr. built at Mount Clare by the B. & O. R. R. will be completed late this month. The house has a capacity of 250,000 bus. and is fireproof.

The Interstate Commerce Commission has fixed Jan. 13 as the date of oral argument in the scaleage matter. The delay in this matter has been very annoying. The hearing was promptly had on Nov. 18, and complainants were given five days in which to file briefs. Notwithstanding both of attorneys of the Chamber of Commerce were indisposed, they complied with this requirement. The Baltimore & Ohio Railroad filed its brief five days afterward, and the Central Eltr. Co. ten days later. The Northern Central Railway asked to be given until Jan. 1 in which to file its brief, and notwithstanding the Commission originally fixed the time at five days, the request was granted.

## MICHIGAN.

Cassopolis, Mich.—The Grand Trunk Eltr. has been closed for the winter.—J. A. Barney, Schoolcraft, Mich.

Lansing, Mich.—The Michigan State Millers Ass'n will hold its annual meeting Jan. 19 and 20 at this city.

Schoolcraft, Mich.—I am here looking after the eltr. of Carpenter & Barney while Mr. Carpenter is in California for the winter.—J. A. Barney.

The quarantine has been modified to permit shipments of hay from Michigan except from the counties of Wayne, Washtenaw, Macomb, Oakland and Monroe.

Forest Hill, Mich.—The eltr. of Roy Leonard, in process of construction, burned Dec. 16. The fire started in the basement where a stove was used to heat tar for the roof, and with this inflammable material at hand nothing could be done to check the flames. Mr. Leonard was away when the fire started and no one was about the building except a carpenter. Besides his building Mr. Leonard lost 1,000 bushels of beans, 400 of oats, 40 tons of hay and 28 of straw. No insurance.

Detroit, Mich.—The firm of Lichtenberg & Sons, one of the oldest commission houses in the city, has discontinued its produce commission branch. This firm was organized in 1863 by John G. Lichtenberg and his son F. Wm. Lichtenberg. For a couple of years the business has been managed by Wm. G. Lichtenberg, a son of F. William and a grandson of the founder. Some years ago an eltr. was built in the western part of the city to handle oats, potatoes and other products in carload lots. This car-lot and shipping branch will be continued.

## MINNESOTA.

Wanda, Minn.—Spalding & Frerich will rebuild their eltr. that burned Dec. 6.

Ada, Minn.—Only 3 eltrs. are running here this year.—D. H. Fulton, agt. Thorpe Eltr. Co.

Brownton, Minn.—The Rieger Milling Co. has acquired the eltr. of the Plato Milling Co.

New London, Minn.—Farmers in this neighborhood are considering organizing an eltr. company. Gabriel Stene, a leading farmer of Norway Lake, is one of the prime movers.

Arco, Minn.—I have sold my eltr. business to F. W. Rademacher of Minneapolis, Minn.—W. J. Tillotson.

Ruthton, Minn.—The Northwestern Eltr. Co. will put in a 15-h.p. engine and a roller feed mill to grind all kinds of feed.

Pipestone, Minn.—Peter H. Sotham has succeeded W. E. Bushnell, who resigned his position as agent for the Northwestern Eltr. Co.

Ulen, Minn.—H. L. Moebeck bot for \$3,250 Mr. Heimark's interests in the Heimark & Moebeck Eltr. Co., thus becoming the sole owner.

Glenwood, Minn.—Glenwood Farmers Eltr. Co. incorporated; capital, \$10,000; incorporators: P. D. Gilbertson, Julius Lochelt, Theodore Anne.

Peterson, Minn.—The Farmers Eltr. Co. has raised the amount necessary to cover the outstanding indebtedness and operation will be resumed with A. O. Boyum as buyer.

Rice Lake sta., Dodge Center p. o., Minn.—The Equity Produce Co. of Rice Lake has been organized to buy grain and other farm produce. In a short time \$2,000 was subscribed.

Duluth, Minn.—The Barnett & Record Co. has bot of the Weller Mfg. Co. scale hopper bottoms, eltr. buckets, bolts and heavy power transmitting machinery for Consolidated Eltr. "D."

Fergus Falls, Minn.—The effort to start a farmers eltr. here has reached the committee stage. James A. Brown, C. D. Wright, O. E. Setter, and C. J. Wright have been appointed to look up the matter.

Rochester, Minn.—H. M. Dixon, a bright, active young business man, manager of the eltr. of the W. W. Cargill Co., was instantly killed by falling down a shaft from the top of the eltr. to the first floor. He leaves a young wife and a baby about a year old.

Clara City, Minn.—The eltr. of the Northwestern Eltr. Co. is closed for the present and will be till the next crop. Its former agt., A. C. Blauthe, resigned the latter part of last October and has gone into the mercantile business for himself at Paynesville.—I. Orlebehe, agt. St. Anthony & Dakota Eltr. Co.

Sherburn, Minn.—The Alliance Eltr. & Milling Co. has petitioned the court to appoint a receiver and to permit it to go out of business. The company was organized during the hey-day of the farmers alliance movement in the 80's, and was the first co-operative movement by the farmers of Martin county. The eltr. and mill did a large business at one time, but after having been conducted at a loss for some time the plant was finally closed, a debt of several thousand dollars remaining to be paid by the farmers who still are stockholders.

## MINNEAPOLIS LETTER.

P. M. Ingold has gone with the Brooks Eltr. Co.

Brown & Tracy have succeeded Lake, Brown & Tracy.

The Hankinson Co. has succeeded the Hankinson-Ireys Co.

The Thos. Hanson Grain Co. has succeeded the Hanson-Lund Grain Co.

Canadian oats are being received at Minneapolis quite freely despite the duty.

Francis E. Dickinson, of the grain firm of W. H. Dickinson & Co., died recently.

L. N. Loomis has retired from the Loomis-Benson Co. The business will be continued under the old name for the present.

Thomas Sampson of the McIntyre-Frederich Co., grain, Milwaukee, has applied for membership in the Minneapolis Chamber of Commerce.

Minneapolis does not get the grain it should from So. Dakota and Southern Minn. The local mills get most of it.—C. S. Wallace, McGuire-Atwood Co.

We have had one of the best 4 months' business that we have had in years, and feel as tho we had done a year's business in four months.—F. M. Davies.

Another fatal accident has occurred at the Consolidated Eltr. now in process of construction. Dec. 19, J. Dimmick, while attempting to cross a bin on an iron bar, slipped and fell 90 ft., being killed instantly.

In the interest of grain shippers the directors of the Chamber of Commerce on Jan. 6 decided to establish a car inspection office to watch for bad order and leaking cars, with a view to eliminating some of the many losses in transit of which shippers have complained.

Geraghty & Co., grain and stock brokers, members of the Chicago Board of Trade, Milwaukee Chamber of Commerce as well as the Minneapolis Chamber of Commerce, suspended business Dec. 27, owing to the heavy expense of maintaining the line of branch offices in the country.

The recommendations of the building and finance committee that a 10-story office building be erected adjoining the present Chamber was approved by the directors of the Chamber of Commerce at a recent special meeting. The cost is estimated to be \$170,000. The directors will get the opinion of all members before taking action.

The Minnesota Farmers Eltr. Ass'n held its annual meeting Jan. 7, about 50 members of farmers' companies being represented. In his address Pres. Burr D. Alton of Ceylon, Minn., advocated mutual insurance and the construction of a terminal eltr. On the program were "How the Farmers Elevators Can Be Made a Success," by S. L. Chapin; "Co-operative Education," by T. L. Flemming; "The Farmers Elevator Movement," by E. G. Dunn; "Plain Facts in Regard to the Iowa, Minnesota and South Dakota Ass'ns," by S. A. Dalton; "Benefits of Terminal Elevator," by J. C. Nolan; "What Contributes Most to the Success of a Farmers Elevator," by J. H. Crawford; "Shall We Sell to the Highest Bidder?" by P. T. Peterson.

The Brooks Eltr. Co. has been troubled by sneak thieves stealing from its mill in northeast Minneapolis. Before daylight, Dec. 22, F. E. Plum, the eltr. company's special officer, arrested Wm. Moritz carrying away a sack of feed worth 82 cents, but its small value did not enter into the disposition of the case when tried before Judge C. L. Smith who sentenced him to 46 days in the workhouse. When caught Moritz admitted to Plum that he had stolen 15 sacks of feed a few days before. The proprietor of the eltr. told Judge Smith that for the last six years there had been constant loss from trespassers. "I am positive," he said, "that our loss amounts to from \$500 to \$800 a year. At least one house in northeast Minneapolis has been built from lumber stolen from us."

**Pure Owl Brand Cottonseed Meal**  
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Write for our booklet and prices.  
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Increases Power  
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**THE BEST WAY**  
to prevent short weights is to install the

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**SCHMITZ'S**  
**Scale Ticket Passer**  
**Something New.**

It passes the ticket from office to teamster with one movement of the hand.  
Install one and save time, labor, fuel and avoid exposure to the weather.

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## The "Calendar Players" Say:

"Sell September wheat in January. Buy corn futures and sell September oats early in the year." These "tips" are not bad ones, but the best tip of all is to consign your cash grain all the year 'round to

**GARDINER B. VAN NESS**  
Grain Commission  
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## THE MINNEAPOLIS STEEL AND MACHINERY CO.

Builds the best fire-proof construction elevator because:

It costs less.  
Can be built quicker and at all seasons of the year.

It keeps the grain absolutely free from moisture.

There is no danger of cracked walls or from settling foundations.

In case it is desired to move the elevator there is at least 50% salvage.

MINNEAPOLIS, MINN.



The closing hour of the last day of the year was enlivened by jolly members of the Chamber of Commerce, Frank B. Beaupre aiding the frolic by impersonating Captain J. C. Berhoef, while the latter was also on the floor, and in a very "loud" suit of clothes. When Louis Ritten appeared on the floor his shoes were removed and a pair of clogs substituted by his friends who made him dance to the tune of a violin.

### MISSOURI.

Brunswick, Mo.—In the early spring I expect to build an eltr. here of 10,000 to 15,000 bus. capacity, with sheller and cleaner.—G. F. Ireland, Salisbury, Mo.

Sumner, Mo.—The firm of O. A. Talbott & Co. has a house here, 16x60 with 12 ft. to plate, holding about 5,000 bus., instead of an eltr. of 30,000 bus. capacity as erroneously stated in the list of Regular Grain Shippers of Missouri.—Sumner Milling Co.

Mexico, Mo.—We are enlarging our eltr. at Bellflower, Mo., and are also building a new warehouse there, 32x60 ft. We have put in a three high corn roll for grinding meal and feed, also a sheller and a new cleaner. We also have houses at Ethlyn, Hawk Point, and Thompson, Mo.—Wm. Pollock Mill & Eltr. Co.

### KANSAS CITY LETTER.

The annual meeting of the Kansas Grain Dealers Ass'n will be held at this city Feb. 2, 3 and 4.

The Kansas City Hay Dealers' Ass'n has elected its old officers. B. F. Tyler is pres. and G. Peters, sec'y.

F. G. Crowell is the sole candidate for the office of pres. of the Board of Trade. A. J. Poor having withdrawn his name. Mr. Crowell is manager of the Hall-Baker Grain Co.

The original Billiken came to town last Wednesday and is now living with J. J. Fitzgerald, Southwestern mgr. for the Grain Dealers Nat'l Fire Ins. Co., which explains that broad grin on Fitz's face—a 9½-lb. boy.

Brokers on the Board of Trade celebrated the end of the old year with a game of "shinny on your own side." Throwing of flour samples made everyone look like a dusty miller.

A conference with Governor Hadley with regard to grain inspection and weighing was held Dec. 29 by J. J. Diffebaugh pres. and W. C. Goffe, vice pres. of the Board of Trade and Pres. Devoy of the St. Louis Merchants Exchange.

Grain men and millers interested in alfalfa meal met at the hotel Savoy Jan. 7 to make preliminary arrangements for the reception of the National Alfalfa Millers Ass'n, which was organized last year and will hold a convention at this city in February.

J. G. Goodwin, chief of the weight bureau of the Board of Trade, reports that during 1908 the cars arriving leaking numbered 20,688 out of a total of 51,760 cars received. Shipments during the year were 30,139 cars. The average weight per carload was higher than in 1907. For the past year the average carload was 1,500 bus. of oats, 1,150 of corn and 1,100 of wheat, barley, rye and flaxseed.

### ST. LOUIS LETTER.

Magruder C. Fears has been appointed chief grain inspector at this city; and O. A. J. Miller, who was chief inspector has been appointed chief weighmaster. The office of supervising inspector has been abolished.

T. E. Price & Co. have recovered judgment for \$18,825.46 against Thos. A. Cleage for funds advanced on wheat in 1903.

Annual dues of the Merchants Exchange have been fixed at \$40. The fee for transfer of membership has been increased from \$20 to \$100.

John H. Evill, one of the organizers of the St. Louis Merchants Exchange and for 35 years connected with the Columbia Hay & Grain Co., died recently, aged 62.

Columbia Feed Co. incorporated to deal in grain and feed stuffs; capital stock, \$2,000 all paid. Incorporators: Jesse L. Boogher, Wm. L. McGintie and James S. Mar.

Resolutions thanking the Omaha Grain Exchange and the Lincoln Commercial Club for courtesies extended the visiting grain dealers on the recent Nebraska trip were adopted by the Merchants Exchange.

The Hunter-Robinson-Wenz Milling Co. has been incorporated with a capital stock of \$25,000, one-half paid, by A. H. Clark, E. O. Hunter, A. C. Robinson and C. A. Wenz. The three last named have been in the feed business in St. Louis for years, Mr. Hunter starting in 1883; so they are well qualified to care for any branch of the feed trade of which they make a specialty.

A football game, or several of them simultaneously, celebrated the end of the year on the Merchants Exchange. A couple of professional players set the ball rolling and the fall of the ball into the pit started a free for all scramble that lasted 45 minutes. The beating of sample pans riveled the din of Chinese gongs. The "rough house" was witnessed by several hundred persons in the galleries.

Ten candidates for the four positions of director of the Merchants' Exchange were nominated at the recent caucus: Roger P. Annan, Jr., Edwin L. Bartlett, Charles F. Beardsley, M. J. Conner, William T. Hill, Harry H. Langenberg, John L. Messmore, Otto A. Orvis, Henry Schultz, Frederick W. Seelee, Robert Pommer and S. Lee Elliott. No opposition developed to Edward E. Scharff for pres.; Manning W. Cochrane, vice pres.; N. L. Moffitt, second vice pres.; nor for Edward Devoy as a director.

### MONTANA.

Judith Gap, Windham p. o., Mont.—The Cargill Eltr. Co. has made application for an eltr. site.

Helena, Mont.—The Hawkeye Eltr. Co., of Minneapolis, which has established headquarters here will build more eltrs. in Montana and is looking for sites.

### NEBRASKA.

Laurel, Neb.—The eltr. of the Atlas Eltr. Co. is being remodeled by T. E. Ibberson.

Farnam, Neb.—The line houses and the farmers eltrs. here are engaged in a grain war.

Riverdale, Neb.—E. D. Gould has obtained control of the eltr. here of the Omaha Eltr. Co.

Harvard, Neb.—I have sold my mill and want to get into the grain business again.—J. Delaney.

Overton, Neb.—An independent eltr. company has been organized here and a new eltr. will be built.—J. H. Swallow, Wahoo, Neb.

Western, Neb.—The McCann Grain Co. has sold its eltr. and corn cribs to the Exchange Bank of Ong for \$7,500.

Petersburg, Neb.—The directors of the Farmers Eltr. have elected as mgr. Wm. Klass to succeed Joseph Julich resigned.

Syracuse, Neb.—Rex Gardner, who has been helper in the eltr. of the Duff Grain Co., has gone to manage an eltr. at Bennett.—J. H. Swallow, Wahoo, Neb.

Albion, Neb.—C. G. Barns, who about a year ago disposed of his interests in the Albion Milling Co. that has both a mill and an eltr. here, has again become its mgr.

Wayne, Neb.—Since considerable grain that should come here is hauled to Wakefield, the Wayne Commercial Club is considering the advisability of establishing a farmers eltr.

Palmer, Neb.—On his ranch 6 miles from this place J. H. Forbes has just finished an eltr. of 10,000 bus. capacity. The plant is up-to-date and was erected by W. H. Cramer.

Bethany, Neb.—G. W. Hague has bot out his partner in the eltr., Mr. L. D. Critchfield, and is erecting a new building that he will use as a feed store to be run in connection with the eltr.

Omaha, Neb.—The Independent Eltr. Co. and the Omaha Grain Terminal have brot suit against the city to recover \$20,000 and \$30,000 damages respectively for the construction of an obstructing viaduct.

Fremont, Neb.—The Nye-Schneider-Fowler Co. has recovered judgment for \$1,476 against the Galloway Flour Mill & Eltr. Co. on a shipment of wheat. A difference regarding a consignment of oats was settled in favor of defendant.

Madison, Neb.—P. Bauch, who has been mgr. of the local grain and coal business of the T. B. Hord Grain Co., was tendered and accepted the position of bookkeeper and mgr. for the Farmers Eltr. Co. He took his new position the first of the year.

Johnson, Neb.—W. E. Robertson of Cook and O. P. Duvel of Auburn wish to build a milling plant here consisting of a new mill, an eltr. and an engine house, all thoroly equipped with up-to-date machinery, ready for the next new crop. They will do so if they can secure a suitable site on the railroad.

Bee, Neb.—I still represent the Updike Grain Co., but as traveling auditor instead of agent, with headquarters at Seward. As yet my successor here has not been named, so I am still looking after this station with the help of a second man for the present, but I think another agent will soon take charge here.—A. J. Gumbel.

### NEW ENGLAND.

Boston, Mass.—The annual dinner of the New England Grain Dealers Ass'n will be given Jan. 11.

Boston, Mass.—Ralph Sexton and John Marshall have formed a new firm to enter the grain trade. Mr. Sexton has a wide acquaintance with the retail trade, having been connected for a number of years with C. P. Washburn. The best wishes of his many friends go with him in his new venture.

### NEW JERSEY.

Newark, N. J.—After a brief illness with pneumonia, Thomas F. Smith, a grain broker, died Dec. 22, aged 53. Born in this city; he had spent his life here. Before entering business for himself he

was a member of the firm of F. W. Schmidt & Co. Divorced from his wife a few years ago, he is survived by a daughter, a brother and a sister.

Whitehouse, N. J.—Morris Welch, an aged grain and feed merchant, was murderously assaulted as he was leaving his place of business about 8:30 Christmas eve. As he turned to lock the door of his storehouse he was attacked by two unknown men, who struck him four times on the head with a bludgeon and then made their escape. It was their evident intention to rob him, as he usually carries a large sum of money on his person; but after their assault they seem to have been scared away before they could rifle his pockets. Mr. Welch has been lying in a critical condition at the home of his son-in-law, Eugene Hoffman.

## NEW YORK.

New York, N. Y.—Harry G. Kress has applied for membership in the Produce Exchange.

Jamestown, N. Y.—The J. S. Wright Farm Co. has been incorporated to deal in grain and other farm products. J. S. Wright and other local capitalists are backing the new firm.

New York, N. Y.—The committee appointed by Governor Hughes to investigate the stock exchange has decided first to look into the methods of the Produce Exchange and the Cotton Exchange. The work is expected to take three months.

New York, N. Y.—Entertainment and good cheer for the poorer residents of the tenement house district of the city was furnished at the Christmas celebration of the Produce Exchange, the same as the year before but on a larger scale. The entertainment included vocal and instrumental music and a vaudeville show. Admission was only by ticket and after the entertainment the boys and girls were presented with baskets of toys and candy, and about 500 families were given baskets containing a full dinner for New Year's day.

## BUFFALO LETTER.

Samuel Angert, dealer in grain, flour and feed, recently suffered \$25,000 loss by fire, insured.

The old Curtiss malt house has been sold by the American Malting Co. for manufacturing purposes.

H. G. Anderson is still waiting for the insurance to be adjusted on his eltr. that was burned last month, as he is anxious to start rebuilding.

Some wheat is being offered, but millers seem afraid to take it for fear it is badly sprouted. It is bringing about \$1.02; one dealer is holding on for \$1.07.

The Husted Milling Co. has bot of the Weller Mfg. Co. steel eltr. legs, the necessary buckets and equipment pertaining thereto with power transmitting machinery.

The interest in Kansas wheat in this market continues, so much so that the limit has gone up again and it is now selling for 1½c over No. 1 Northern and none is to be had.

One of the features of the market is that prices show a tendency to remain firm and in some cases to advance, notwithstanding there is little or no demand and very few offerings.

Corn receipts by rail show considerable falling off. From 20 to 30 cars a day has been the average this past week, where it was nearly 150 cars a day two weeks ago. A fair percentage is grading No. 2.

Some Buffalo grain men say they are getting more leaking cars just now than usual. Sec. Pond of the Corn Exchange has arranged to keep a permanent record of car inspections showing the condition of seals and leaks if there are any. Doubtless this will be greatly appreciated by grain men.

"Nothing doing" is what all the grain dealers are saying and as a rule they are not looking for very much improvement until after the middle of the month. Some dealers say they expected trade to be dull during the holidays. It began to decline earlier than usual and some believe it will be just as slow in resuming.

Demand for wheat feed is practically an unknown quantity in this market and dealers say that they have mostly given up looking for any improvement. They expected that the cold weather would do it but it has not. Tho the flour trade is naturally quiet the mills are running on shipping directions and the supply is greatly exceeding the demand for feed.

Spite of the flood of grain that came into this port during the last few days of navigation making the amount afloat greater than ever before, grain receipts by lake fell below those of a year ago, according to the custom-house figures. The receipts were wheat, 63,643,555 bu. for 1908; 66,983,950 bu. for 1907. Corn 13,418,789 bu. for 1908, 28,802,510 bu. for 1907. Oats 10,294,287 bu. for 1908, 11,161,328 for 1907. Barley 11,409,321 bu. for 1908, 11,396,597 bu. for 1907. Rye 821,613 bu. for 1908, 1,435,735 bu. for 1907. Flaxseed 13,363,869 bu. for 1908, 13,224,456 bu. for 1907. Feed 2,075,130 sacks for 1908, 1,181,150 sacks for 1907. Flour 7,476,106 bbls. for 1908, 9,759,676 bbls. for 1907. This port is still quite a percentage behind last year's amount elevated, the amount being 99,000,000 bu. for the year, which includes flaxseed as well as grain.—J. C.

## NORTH DAKOTA.

Enderlin, N. D.—Walter Loomis has bot the eltr. of the Royal Eltr. Co.

Tower City, N. D.—The eltr. of the Great Western Eltr. Co. has been sold.

Oriska, N. D.—The eltr. of the Andrews Grain Co. burned Dec. 20, destroying about 5,000 bus. of grain.

Sheyenne, N. D.—I have taken a position with the Powers Eltr. Co. and have removed from Toronto, S. D.—G. Christenson.

Berthold, N. D.—The Bismarck Eltr. & Inv. Co. is building a new warehouse; capacity, 22,000 bus., at South Berthold.—Bismarck Eltr. & Inv. Co.

Walcott, N. D.—The eltr. of the Duluth Eltr. Co. here has been closed by Supt. Fox to the surprise of local people, especially the agent, John Smith, who has conducted it for the past 14 years.

Minnewaukon, N. D.—Thomas Chambers, who was in the employ of the Thorpe Eltr. Co. at Pittsburg, N. D., has been promoted to be the company's agent at this place.

Grandin, N. D.—Fred Rossan, agt. of the Duluth Eltr. Co., has gone to Crocus, N. D., where he will remain for an indefinite time, as the company has closed its eltr. here for the season.

Coulee, N. D.—The eltr. of the Coulee Eltr. Co., owned by Meilke, Campbell & Thompson, who purchased it last year from Krailing & Greely, burned Dec. 18. It contained 16,000 bus. of grain. The fire started from the office stove.

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Olmstead, N. D.—An explosion of gasoline, by which J. G. Brady was badly burned, started a fire that slightly scorched the eltr. of Brady & Paulson. The fire gained a good start but was stopped by the hard fight made by the citizens.

Milton, N. D.—The eltr. of the Minneapolis & Northern Eltr. Co. burned on the morning of Dec. 18, destroying the building, machinery and about 7,000 bus. of wheat. Loss, \$15,000 fully covered by insurance. Agent August Peterson had a narrow escape. He had started the machinery and was loading some cars for shipment, necessitating a readjustment of some machinery operated in the pit. It was still dark and he had to take a lantern into the pit. This was overturned and Peterson ran to the office for the fire extinguisher. While attempting to use the extinguisher after he got back to the pit, it exploded and he became unconscious. Meantime, the lantern, which had fallen into the cups and had been carried to the upper part of the building, exploded there. A passer-by noticed the roof of the building shake, investigated and found the eltr. afire, so called out the citizens who began searching for Agt. Peterson, knowing he must be somewhere in the building since the machinery was in operation. They found him unconscious in the pit and quite badly burned and bruised. It will be some time before he fully recovers from his injuries.

## OHIO.

West Milton, O.—Edgar S. Falkner was recently married to Roma A. Everett.

Toledo, O.—A Johnson Grain Drier is being installed in the East Side Iron Eltr. by E. G. Isch & Co.

Lorain, O.—Ignition of leaking natural gas, Dec. 17, caused a loss on the mill and eltr. of the H. J. Barrows Co. of \$20,000; insurance, \$14,000.

Cincinnati, O.—Walter Forster and Albert Hauser have pleaded guilty to operating bucket shops and have been fined \$250 each. They were correspondents for Bultman & Co.

Arcadia, O.—For about three hours in the early morning of Jan. 6, four thieves raided stores, the postoffice, the depot and the grain eltr. office of the Sneath-Cunningham Co., but their entire loot only amounted to a few dollars.

Columbus, O.—The Gaddis Co. incorporated to maintain a grain and brokerage business; capital stock, \$50,000. Incorporators: A. A. Thomas, A. C. Bates, C. E. Mead, T. P. Gaddis and H. L. Gaddis. The company's purpose is to extend the brokerage business of H. L. Gaddis.

Toledo, O.—The Produce Exchange has instructed Chief Grain Inspector Culver to break open cars in his work of inspection until stopped by the sheriff or United States marshals. This action was taken following the refusal of the railroad companies to permit inspection unless the shipper had given permission on the B/L.

St. Paris, O.—On Dec. 2 our office was broken into, safe broken open, and office turned completely upside down, but the thieves obtained nothing but postage stamps. It is our custom to pay everything by check and deposit everything up to 5 o'clock. Years ago we made arrangements with our bankers to accept our deposits if necessary up to 6 o'clock. We think every dealer should make the same arrangement if necessary. We had banked \$1,600 that afternoon.—McMorran Bros, Co.

its annual election Jan. 4 chose the following officers: Pres., Frank I. King; first vice-pres., Fred O. Paddock; second vice-pres., Edwin L. Camp; sec., Archibald Gassaway; treasurer, Charles S. Burge. Directors: E. L. Southworth, Fred Mayer, Ernest W. V. Kuehn, James E. Rundell, Frederick J. Reynolds, Cyrus S. Coup, Henry W. Devore, Charles L. Cutter, John Wickenhiser, William W. Cummings. Committee of arbitration: William H. Morehouse, Alphonse Mennel, William H. Haskell, William E. Tompkins, Jesse W. Young, Henry D. Raddatz, Kent D. Keilholtz. Committee of appeals: A. W. Boardman, E. N. Crumbaugh, F. R. Moorman, A. B. Cutter, W. E. Stone, F. W. Rundell, C. O. Wessendorf, F. W. Jaeger, R. L. Burge, J. C. Keller, Chas. Knox.

## OKLAHOMA.

Madill, Okla.—The Marsh Milling & Grain Co. is erecting a mill, eltr. and storage tanks here.

Oklahoma City, Okla.—I have discontinued the grain business in Oklahoma and am not engaged in it at Wichita.—P. C. Roberts, Jr., formerly Roberts Grain Co.

Ravia, Okla.—A Christmas morning fire destroyed a brick business block, and the plant of the Merrill-Houston Lumber Co., which lost 11,000 bus. of corn stored at the rear of the lumber.

Texhoma, Okla.—Texhoma Mill & Eltr. Co. incorporated; capital stock, \$10,000. Incorporators: J. J. Dimmitt, J. L. Williams, Harry Hunt, Texhoma, and J. C. Hunt of Wichita Falls, Tex.

Mountain View, Okla.—I resigned my position the first of last May and was away from home most of the time until Oct. 1. I am now branch mgr. at this place for the Chickasaw Grain Co.—D. E. McBride.

Cordell, Okla.—We have enlarged our eltr. to 25,000 bus. capacity, more than double its former size. We have installed a new 40-h. p. gasoline engine, a Marseilles Corn Sheller and a Wilford Corn Grinder in our new addition.—Lorenze & Geis.

## PENNSYLVANIA.

Pittsburg, Pa.—The market is still very sluggish, but somewhat better than it was during the holidays.—R. S. McCague.

Pittsburg, Pa.—The railroads entering Pittsburg have given notice that inspection of grain laden cars will not be permitted unless granted on B/L and W/B.

Erie, Pa.—Allen C. Richardson, formerly of Peoria, Ill., died Dec. 2. He is survived by his wife and three children. About 25 years ago he went to Peoria from Baltimore to engage in the grain business. There he married, and afterwards moved back to Baltimore and then to Erie, where he continued in the grain trade and prospered.

Pittsburg, Pa.—The Supreme Court of Pennsylvania has given J. W. Smith & Co. judgment for \$3,000 against the B. & O. R. R. Co. on account of the loss of four cars of oats that the railroad company allowed to remain on track during the high water of March, 1907. The road's defense was that the flood was extraordinary and unprecedented, and that after the water started to rise the cars could not be moved because of the driftwood lodged against them. The Supreme Court held "The defendant's employees were not required to guard against a rise of water not reasonably to be expected. But they knew

that floods in which the river rose over 28 ft. were not unusual. It had been above that height four times in five years, and within that period had reached a height of 32.4 ft. Whether, with this knowledge they were negligent in placing implicit reliance in the reports received from the weather bureau and the river coal company, and in not removing the cars to higher ground, was a question not to be withdrawn from the jury."

## PHILADELPHIA LETTER.

Wm. Wilkinson, grain and feed dealer, has applied for membership in the Commercial Exchange.

Power, Son & Co., one of the largest grain exporting houses in New York, have arranged to open a local office here, their representative being Oscar Goering.

A new wholesale grain brokerage house has been organized by Watson M. Null, Edward F. Scattergood, and Charles A. Carey under the name of Null, Scattergood & Carey.

The investigation by the special committee of the Commercial Exchange into the relations between the Keystone Eltr. & Warehouse Co. and the Pennsylvania Railroad Co. has been completed. Chairman S. F. Scattergood says, "It has not been disputed that the Pennsylvania Road allows 35 cents a ton to the Keystone Company on all grain shipments that are handled there. Their argument is that the railroad can afford to pay that sum as compensation for the quick release of the cars."

The city of brotherly love is the home of the most warlike grain exchange in the entire country, if the battle of Dec. 31 is any criterion. Members and friends fired 6,000 bags of meal before the grain men were declared victors over the flour men of the Commercial Exchange. It was thought that this would be the last of the annual battles celebrating the death of the old year, and those riotously inclined made the most of the present opportunity. Watson W. Walton marshaled the grain men and Billy Richardson the flour men, in the fray. Suddenly the fighters combined forces and turned upon the hundreds of spectators in the gallery, some of whom learned for the first time how it feels to have a bag of flour thrown in the face.

## SOUTH DAKOTA.

Madison, S. D.—The Farmers Eltr. Co. has purchased the eltr. of the W. W. Cargill Co.

Sioux Falls, S. D.—A local meeting of the Tri-State Grain Dealers Ass'n was held here, Dec. 30.

Webster, S. D.—A meeting was called for Jan. 9, to organize a farmers eltr. company.—J. A. M.

Amherst, S. D.—The Cargill Eltr. Co. is building a new eltr. where the old one stood that burned recently.

Parkston, S. D.—H. E. Reed is the new agent here for A. A. Truax. Mr. Reed was formerly in the employ of the Reliance Eltr. Co.

Turton, S. D.—The recent meeting, called by Read Matheny to devise ways and means to build a farmers' eltr. here, was well attended and all voted in favor of the enterprise.

Twin Brooks, S. D.—Peter Wagner, auditor for the Reliance Eltr. Co. is helping E. W. Harper clean out the eltr. They will bring on a crew of men to straighten up the eltr.

Willow Lake, S. D.—E. R. Lynn, who has had several years experience in the grain business, has taken charge of the eltr. of D. E. Stoddard, in the place of Agt. W. L. Bergstresser, resigned.

Mitchell, S. D.—A. A. Truax has traded six of his eltrs. located at Jefferson, Burbank, Vermillion, Freeman, Fullerville (p. o. Yankton), and Brandon to C. Frederick of Tripp for 2,100 acres of land in North Dakota and Nebraska. About \$30,000 was involved in this deal. Mr. Truax has ten well located eltrs. left.

Chamberlain, S. D.—It may be of interest to those receivers who *never* correct their lists, to know that I am now engaged in the general mercantile business at Pukwana. Have been out of the grain business for a long time, yet continue to receive daily bids, market reports, letters, and tons of other literature which is of absolutely no interest whatever to me and can result in no business to receivers who are sending it. Please check the flood.—Charles Stocks.

Wagner, S. D.—A Farmers Co-operative Grain Ass'n, with a capital of \$25,000, has been organized at Mayo City, the new town near here. The association will build an eltr. as soon as the switch is completed, tho some cars may be loaded directly on the track as there is considerable grain in that vicinity the owners are anxious to market at once. The association expects to handle livestock and coal as well as grain. Officers: Frank Kostal, pres.; John Steckman, vice-pres.; J. C. Pigsley, sec'y and treas. Directors: Frank Kostal, John Steckman, Frank Hakl, Joseph Kuca, and Charles Campbell.

## SOUTHEAST.

Macon, Ga.—To continue the work on their new warehouse the National Hay & Grain Storage Co. has conceded to the Southern R. R. certain land lines. The warehouse will be three stories high of brick construction.

Tampa, Fla.—We are just opening in the grain business, and will handle grain, hay, feed and heavy groceries in a wholesale way. R. W. Miller is pres., F. D. Jackson, vice pres. and treas., and A. F. Webb, sec'y of our company.—Miller-Jackson Grain Co.

## TENNESSEE.

Nashville, Tenn.—The grain house of John A. Tyner & Co. burned Dec. 27. Loss \$15,000, covered by insurance.

Memphis, Tenn.—The Riverside Eltr. & Warehouse Co. incorporated; capital, \$40,000; incorporators: H. H. Maury, Walter Webb, J. F. Maury, D. B. Far-garson, and E. P. Little.

Memphis, Tenn.—L. W. McCord, Jr., Allen Moore of Pulaski, Tenn., and J. B. Harlan of this city have organized the Merchants' Eltr. Co. with a capital stock of \$50,000, to enter the grain and eltr. business.

Nashville, Tenn.—Buros of grain inspection and weights will be established by the Nashville Grain Dealers Ass'n Feb. 1. J. T. Roberts, the present grain inspector, will be chief of the buro of inspection, and Chas. Harrison, mgr. of the Hermitage Eltr., will be chief of the buro of weights. Assistants will be employed, and the grading will be continued under the rules of the St. Louis inspection. Records will be kept of the receipts and shipments. A call board will be established.

## TEXAS.

Brady, Tex.—C. C. Baumguardner will erect two frame buildings, 30x90 and 60x90, covered with iron, to be used for a grain store.

Fort Worth, Tex.—A conference on re-consignment privileges was held recently between the grain men and J. C. McCabe, G. F. A. of the Rock Island.

Texas City, Tex.—This thriving seaport of Galveston is to have a 500,000-bu. grain eltr. It will be erected by the Texas City Terminal Co. in time for the next crop.

Rockwall, Tex.—The eltr. of the Rock-wall Grain & Eltr. Co. and about 100 tons of hay burned Dec. 24. The eltr. was valued at \$10,000; only partial insurance.

San Antonio, Tex.—The Rex-Perkins Co. has been incorporated to deal in grain and feed. Incorporators: C. A. Rex, pres.; J. B. Perkins, vice pres.; J. M. Perkins, sec'y and treas.

Dalhart, Tex.—Dalhart Mill & Eltr. Co. has been incorporated by J. M. Williams, J. H. Phips, Al Simco and J. F. Cravens with a capital stock of \$25,000. The company has completed its plant and is ready for operation.

Austin, Tex.—H. B. Dorsey, sec'y of the Texas Grain Dealers Ass'n, conferred recently with the state railroad commission in opposition to certain clauses of the new uniform B/L, but the commission was not willing to take any retaliatory action against the Texas lines for being parties to the new uniform B/L on interstate business. The limitation of liability objected to, is impossible under the Texas statute, on interstate shipments.

Galveston, Tex.—Exports from Galveston from Sept. 1, '08, to Jan. 1, '09, have been 4,253,364 bus. of wheat and 5,164,111 bus. of corn; compared with 6,186,878 bus. of wheat and 2,474,021 bus. of corn during the corresponding period of 1907, as reported by C. McD. Robinson, chief inspector Galveston Board of Trade. During December all the wheat exported from Galveston went to the continent of Europe; while 6 cargoes of corn went to Manchester and 8 to Liverpool.

Stamford, Tex.—The Stamford Mill & Eltr. Co. intends to build a milo maize and kafir corn eltr. and operate it in connection with a large thrasher and corn-sheller plant. Preliminary plans have been drawn and work is expected to begin about the first of March. Stamford is in the center of a large grain producing district; and our plan is to buy the grain in the head at country points to thrash and shell at this plant and store or ship according to market conditions.—J. Van Steenwyck, Stamford Mill & Eltr. Co.

## WASHINGTON.

Tacoma, Wash.—Legislation looking toward the creation of the office of state hay inspector was discussed at a dinner given by the hay dealers of the city at the Commercial Club on the evening of Dec. 22. The seven dealers present unanimously agreed that Washington needed an inspector for hay alone; and are optimistic over the prospect of getting the legislation thru at the next session.

Pullman, Wash.—In his annual address before the wheat convention recently, Pres. Young said: "There is a growing feeling among the producers that we are not obtaining the prices for wheat that the markets of the world justify. All through the exporting season of 1908 there has been a wide difference in prices between Portland and San Francisco, that the difference in freight rates does not ex-

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BALTIMORE MD.

### LEADING HANDLERS OF CASH OATS IN THE CITY OF BALTIMORE



plain. A prominent grain man operating in the Palouse country informed me that wheat was 6 cents lower than it should be in eastern Washington. For the last two or three years the warehouse companies, in their fight against and their attempt to drive the independent buyer out of the field, have placed so many provisos and stipulations in their receipts that it has become a matter of so much risk that many outside buyers will not buy grain unless they are personally acquainted with the owner of the receipt. As producers we must uphold the independent dealer and see that he has a fair and square chance, and at the coming session of the legislature there should be enacted an amendment to our present warehouse law—a uniform warehouse receipt without proviso, stipulation or restriction, so that the purchaser will know that he will get the exact number of bushels it calls for without paying extra patching and handling charges. The abuses of privileges that have crept of late years into the management of public utilities of this sort will ultimately lead to a law limiting the owner or operator to a storage business only.

### WISCONSIN.

Thirty-one millers have agreed not to take out licenses under the Wisconsin feed law until after the meeting of the millers state ass'n Jan. 21.

Galesville, Wis.—Farmers in this vicinity have organized and pledged more than \$3,000 to purchase and remodel the eltr. of the Northern Grain Co., leased by the H. Yeomann Grain Co. that subsequently discontinued business. They expect to put this eltr. in charge of W. A. Wyman, who has had wide experience in the grain business.

Superior, Wis.—Two men were arrested, Dec. 26, when coming out of a Grand Trunk car containing bonded wheat from Canada, that was to pass thru a local eltr. on its way to Liverpool. The penalty for the breaking of seals on a bonded car is imprisonment for 5 years in a federal prison or a \$1,000 fine. The men will be prosecuted under the state statutes for burglary in the night time, the penalty for which is even heavier than that for breaking seals on bonded cars.

Superior, Wis.—W. C. McFadden, sec'y of the North Dakota Bankers, who has been a member of the Wisconsin Grain & Warehouse Commission for two years, contemplates resigning. Commissioner H. A. Johnson, who was the most active in effecting the satisfactory settlement with the Duluth grain interests, having placed the Commission on its feet financially, also may resign to give his time to his private business. The governor of North Dakota will name Mr. McFadden's successor.

Superior, Wis.—H. A. Juneau, chief weighmaster of the Wisconsin Grain & Warehouse Commission, reports that during December 802 of the 3,113 cars of grain received were in a leaky condition. The grain door leaks numbered 459; end leaks, 278; side leaks, 113; corner leaks, 60; draw bar leaks, 35; bottom leaks, 15. Cars reported newly nailed, patched or cleated on ends or sides were 325 in number. Cars reported with leaks stuffed with rags, paper or waste, 6; cars showing depression in grain line, 5; reported in bad order on ends or sides, 4; reported as loads from wrecked cars, 1; showing evidence of having been repaired en route, 1; cars with no side doors, 9; cars with no end doors, 3; cars with side door

nailed, 10. The seal record showed: cars with no end seals, 176; cars with no side seals, 152; cars with seals broken, 14; cars with end door open, 15; cars with side door open, 31; cars with hasp broken, 6.

Argyle, Wis.—The feed mill and eltr. of Sardeson & Co. burned Dec. 22, destroying all contents, grain, coal, hay, seed, lime. On the tracks near the eltr. a car load of flour, one of baled hay, three of wood and three flat cars were burned. Mr. Sardeson estimated his loss at \$13,000 on which he carried \$5,000 insurance. His business was interrupted only a few hours, as he ordered more stock by wire and at once began plans for a larger business than ever. Only a few hours before the fire he had bot three lots across the street and had renewed his insurance that morning.

### MILWAUKEE LETTER.

Under sudden jump of prices receipts are picking up. Looks like higher prices for future.—Geo. A. Schroeder.

Xmas and New Year Greetings were extended to the trade by several firms, in the shape of prettily decorated cards.

Memberships in the C. of C. are quoted at \$200 net to the buyer. S. W. Tallmadge reports the sale of three memberships.

With exception of corn do not think that grain crops were ever so closely marketed as they were on Jan. 1, 1909.—F. H. Hinkley.

The Chas. A. Krause Mfg. Co. is planning an addition of a large building to its plant at Thirty-seventh avenue and Burham street.

The amendments to Rules 11, 12 and 23 recently adopted by the Chamber of Commerce are published in another column of this number.

The old year was closed by John J. Shea in rather "light" fashion, he appearing on 'change the last day with a straw hat for a head piece.

The rye situation is wholly the local one. Outsiders not doing anything. Think considerable rye would be brot out by a slight advance in prices.—H. Jahns, Jr.

A total of 44,280,157 bus. of grain were received at this market for the year ending Jan. 1, '09, while shipments for the same period amounted to 28,235,488 bus.

With the good dry hard weather prevalent it would be expected that advantage would be taken for the movement of corn, but the farmer refuses to "let go" at present prices.

A list of commercial exchanges of the country approved by the Board of Directors of the C. of C. whose members are entitled to a division of commission, has been posted on 'Change.

Application for membership in the C. of C. has been made by Jas. L. Crittenden, Herman Schreier. Transfer applications have been made by D. J. Coughlin, Edgar J. Breed and Jas. Q. O'Brien.

Export demand for corn is good. When domestic buyers begin to realize corn is cheapest thing on list and is being consumed for export, they will find it difficult to supply their needs.—Herman Frank.

Reports received by a commission house here are to the effect that the northern and central portion of South Dakota has run short of corn, necessitating shipment of this commodity from the southern portion, resulting from a greater feeding requirement than was figured on. The general demand from farmers relative to prices is for 50c corn or no sale.

At a special meeting of the directors of the Chamber of Commerce, Henry A. Wiese, grain commission merchant of Cedar Rapids, Ia., and Ernest J. Franke of the Franke Grain Co. of this city were elected to membership.

Demand for barley is better with some advance in prices. Quite a little "arrive" business worked last couple days. Buying by both maltsters and shippers. Look for a good demand right along. Values will be governed by receipts.—C. F. Glavin.

Petition for the administration of the estate of O. Z. Bartlett has been filed by the widow in Probate Court. The petition represents that the estate of the deceased, who left no will, amounts to \$10,000 in personal property and \$30,000 in real estate, of which the widow is the sole heir.

At the request of Mayor Rose, Pres. E. C. Wall appointed a committee to solicit funds for the Italian earthquake sufferers, consisting of S. W. Tallmadge, Chairman, S. G. Courten, Robt. Nunnemacher and Adolph Kern. Up to the present time the committee has made a collection of \$3,025 from members of the Chamber exclusively, which the committee has turned over to the Red Cross Ass'n treas. at New York.

To state that the grain grower is, or has, become "educated" would hardly be giving enough credit to the real fact. Harriman, Carnegie and Rockefeller may be considered adepts at their chosen profession, but it will not be a great while until the farmer will be considered in the same light. The manner and tact shown by that individual in distributing his produce would surely indicate that he has something up his sleeve. At no time has there been a really big rush of grain, consequently the demand has somewhat exceeded the offering, bringing about an excellent demand for corn in particular.

In their report to the Chamber of Commerce, the delegates appointed by the pres. express disapproval of the action of the National Rivers & Harbors Congress recently held in Washington, D. C., of the resolution adopted by that body urging the National Congress to authorize at this session an issuance of \$500,000,000 of government bonds, the proceeds to be devoted to river and harbor work, declaring that "in view of the existing deficit in the revenues of the country and the probable continued deficit owing to the general demand for tariff revision, we believe it unwise to urge the issuance of bonds for so large a sum as \$500,000,000, or to undertake work for river or harbor improvements on so large a scale."

As a fitting closing of the old year, members of the Chamber of Commerce arranged and pulled off a very appropriate vaudeville performance, and to say that the "talent" was "there" strong, would be putting it mildly. The program included seven numbers and was artistically carried out before an audience of about 600. Of those who took part, it might be related that the majority have at some time or other "starred" in back of the footlights. Bauman & Peterson, "Western Style," impersonating Wallie Bell's Indian acquaintances, showed their ability in this line, especially Peterson, who, by the way is connected with L. Bartlett & Son Co. He essayed the part of a squaw, which fitted him to a nicety, and he was the cynosure of all the other Indians on 'change. Herman Franke, of the Franke Grain Co. sang his one time hit, "The Old Original Wabash," and with his make-up, which included a stove-pipe tile,

took the crowd by storm. Herman always was fond of sporty clothes. Two musical trios rendered good selections, while Willie Schroeder whistled a solo. Jas. Gaffney, as a black face artist, tried his vocal powers with the song "Mandy Lane," but as James' supply of blackening run short he couldn't sing the way he wanted. There is so much in the color, don't you know. But when it comes to the hit of the performance, all credit must go to Mowry S. Lowry of the I. H. Lowry Co., in his efforts to imitate Sousa the bandmaster and Eddy Foy. These two imitations are his masterpieces, consequently the "hit." His costume in impersonating Eddy Foy certainly took all medals. And he didn't look like two pieces of peppermint candy stuck in a glass of lemon, either.—Slits.

## Changes in Milwaukee Rules.

By order of the Board of Directors and after being submitted to a vote of the members of the Chamber of Commerce the following amendments to the rules were adopted:

RULE XI was amended by adding a new section to read as follows: Sec. 13.—In the purchase and sale of grain for shipment the following specifications shall govern:

The term "immediate shipment" shall mean that shipment shall be made within three business days after date billing instructions are received by the seller. Buyer must furnish billing instructions personally or by wire on demand made by seller.

The term "quick shipment" shall mean that shipment shall be made within five business days after date billing instructions are received by the seller. Buyer must furnish billing instructions personally or by wire on demand made by seller.

The term "prompt shipment" shall mean that shipment shall be made within ten business days after date billing instructions are received by the seller.

Buyer must furnish billing instructions personally or by wire on demand made by seller. On all contracts where the number of days is specified it shall mean that shipment shall be made within the stated number of business days after billing instructions are received by the seller.

It shall be understood where no specification of time is named in the contract "prompt shipment" shall apply and shall be so considered and have the same force as though it were actually specified in the contract. The buyer shall, unless otherwise specified at time of sale, furnish billing instructions on demand.

IN ALL CASES not otherwise stipulated on contracts dealing with "first half" and "second half" of a given month's shipment, it shall be understood that in the thirty day months up to midnight of the 15th shall be considered as the "first half" of a said month's shipment, and that in thirty-one day months up to midnight of the 16th shall be considered as "first half" of the said month's shipment; the remainder of the month to be considered as "second half." On contracts relating to shipment during the month of February, when the said month contains but twenty-eight days, up to midnight of the 14th shall be considered as "first half" of the said month's shipment, and when this month contains twenty-nine days, up to midnight of the 15th shall be considered as "first half" of said month's shipment, the remainder of the month to be considered as "second half."

IN ALL SHIPMENTS of grain the date of issue of bill of lading signed by agent of the railroad issuing same shall

be conclusive evidence of date of shipment, unless absolute evidence to the contrary shall be furnished. On the failure of the buyer to furnish billing instructions on demand, on any contract, the seller shall have the right to ship the goods to the post-office address of the buyer or to cancel the contract, as the seller may elect, twenty-four hours notice having been given by the seller of his intention and election.

"RECEIPT OF BILLING instructions by seller" shall mean receipt of same at seller's main office or by his duly authorized representative. In case of failure on part of the seller to ship the grain within contract time, it shall be understood that the contract stands from day to day, unless the buyer gives, the seller twenty-four hours notice of his intention either to cancel or to buy in for the account of the seller. If upon receipt of such notice by the seller he ships all or part of contract within twenty-four hours and wires buyer of his action, such shipment must be accepted on contract by the buyer. If seller fails to make shipment within twenty-four hours after receipt of such notice the buyer shall immediately take such action on the part of the contract still unfulfilled as elected in his original notice to seller.

"A CANAL BOAT-LOAD of grain shall consist of: wheat, 8,000 bus., of corn and rye 8,500 bus.; of oats 13,000 bus.; of barley 10,000 bus."

RULE XII, Sec. 1, line 33, and Section 7, line 10 in the Fiftieth Annual report was amended by striking out the word "five" and substituting the word "ten," which will result in making a transfer fee of \$10.00 instead of \$5.00, as at present.

RULE XXIII, Sec. 1, was amended by striking out in the last line of said section the word "said," and substituting the words "the general," which will result in placing all of the initiation and transfer fees in the General, instead of the Gratiot Fund.

Sec. 3, of the same rule, was amended by striking out of the second sentence the words "from initiation and transfer fees and," the amended section then reading: "Such sums as may be received from assessments."

The floating grain elevator, which was abandoned while being towed across the ocean to Montreal, was picked up off the coast of Ireland and saved by fishing steamers.

Many millers claim our visible supply is large; that we still have considerable wheat for export; that it is impossible to sell flour abroad on basis of Chicago May, and as the majority of them have their stocks hedged by sales there the price of flour must be based on that future. They also say the baker is kicking because of the price he must pay for flour and still sell the same sized loaf for 5 cents; that the worst of all is the fact that the farmer hears all the gossip about Patten's holdings and prediction of \$1.25 wheat, therefore he is not selling, and in the meantime the Argentine producer is getting the benefit of our high prices. They also point to the price of No. 1 Northern in Manitoba several cents below the same grade in the United States and just a few miles away; and that if the small acreage and poor condition of winter wheat cuts "any ice," why is Chicago July 9 cents under May? Some millers are so "blue" they threaten asking the government to prohibit trading in futures.—J. F. Zahm & Co.

## LEAVE YOUR TROUBLES IN 1908

and make your money in 1909 by consigning your grain to a firm with a reputation for prompt returns, personal service and high class salesmanship.

"Large Oaks from Little Acorns Grow."

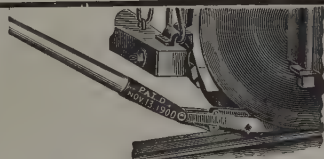
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Operators of Gasoline engines who encounter difficulties in the care or operation of gas and gasoline engines will find each of the following books of great assistance:

The Practical Gas Engineer, by E. W. Longanecker, M. D., Price, \$1.00.

The Gas and Gasoline Engine, by Norman & Hubbard, Price, \$1.00.

The Gas Engine Handbook, by E. W. Roberts, Price, \$2.00.

Gas Engine Troubles and Remedies, by Albert Stritmatter, Price, \$1.00.

Plain Gas Engine Sense, by E. L. Osborne, Price, \$1.00.

For any of the above address,

Grain Dealers Journal  
255 La Salle Street, Chicago, Illinois

## May 1909 WHEAT

Those desiring some highly interesting comments and data respecting May 1909 WHEAT, should write me at once.

E. W. WAGNER

99 Board of Trade

CHICAGO



## Grain Carriers

Permission to inspect cars loaded with grain should be indorsed on both B/L and W/B, in trunk line territory.

The average speed at which Standard Oil freight is carried is 140 miles in 24 hours. This is several times as fast as the movement of the grain of the country shipper.

Preparatory to opening its transcontinental line the Chicago, Milwaukee & St. Paul is building 45 freight cars per day at its shops at Milwaukee, Minneapolis and Dubuque.

Surveys have been completed for the road being built from Council Bluffs to Des Moines, Ia., via Oakland, Walnut, Exira, Guthrie Center, Panora and Dallas Center, by the Iowa & Omaha Short Line.

An increase in the number of surplus available cars is reported by the car efficiency committee of the American Ry. Ass'n. Of box cars the number idle Dec. 23 was 87,350; against 45,195 a month earlier.

Reparation has been granted by the Interstate Commerce Commission to E. R. & D. C. Kolp from the Rock Island system for an overcharge of \$11.80 on a shipment of oats from Granite, Okla., to Balingier, Tex.

The highest rate received by boats on the Great Lakes the past season was paid the steamer Collingwood Dec. 10 for 250,000 bus. of wheat, Fort William to Midland. At 5c per bu. the freight amounted to \$12,500.

Reparation has been granted by the Interstate Commerce Commission to A. C. Davis & Co. against the Rock Island for an overcharge of \$32.75 on a shipment of oats and corn from Powhattan, Kan., to Kansas City, Mo.

L. Green, freight traffic manager of the Southern Ry., gave notice Dec. 28 that "Owing to unavoidable delays we have not been able to put the uniform B/L into use on our lines on Jan. 1. We will put this B/L into use Feb. 1."

Reparation on two shipments of oats from Armstrong and Graettinger, Ia., to Burr Oak, Ill., by Eschenburg & Dalton over the Rock Island has recently been granted by the Interstate Commerce Commission on account of \$19.16 overcharge.

Fines of \$60,000 on the Alton road, J. N. Faithorn and F. A. Wann for rebating were affirmed Jan. 4 by the United States Supreme Court. The road was guilty of refunding to a packing company at Kansas City \$1 per car on products handled over the 1½ miles of track owned by the packing company. The decision will affect many large manufacturing plants which have been allowed a refund for the use of alleged valuable trackage.

A fine of \$15,000 was imposed on T. H. Bunch at Little Rock, Ark., Dec. 28 by Judge Trieber of the Federal Court for having accepted rebates from the Missouri Pacific road. Judge Trieber said he had received information that the rebates received by Mr. Bunch had aggregated \$27,000. He (Bunch) was indicted on April 14, 1908, by the United States grand jury charged with receiving rebates upon shipments of grain transported from Omaha, Neb., and from Kansas City, Mo., to Little Rock. It is also charged that he received elevation allowances in violation of the Act.

Shortages in the weight of grain loaded at Fort William, Ont., will be discussed by the Lake Carriers Ass'n at its meeting in January. On discharging cargo at Buffalo vessel owners have had to make good for grain valued at thousands of dollars.

The Chicago-Toledo-Cincinnati Deep Waterway Ass'n was organized Dec. 29 at Defiance, O., to boom the proposed canals. Congressman Ansberry of Defiance was chosen pres. Congress will be asked to appropriate \$100,000 for a survey of the route.

The Bartling Grain Co., of Nebraska City, Neb., has filed complaint with the Interstate Commerce Commission alleging that rates on corn and wheat over the Missouri Pacific from Brock and Talmage, Neb., to St. Louis, Mo., are unreasonable.

Bills giving the shipper right to route freight, requiring carriers to protect erroneous quotations, and giving the Commission power, at its discretion, to suspend tariffs advancing rates when unreasonable, have been introduced in Congress by Representative C. E. Townsend of Michigan.

The complaint by the transportation bureau of the Montreal Board of Trade alleging discrimination by the Canadian Pacific was heard by the Dominion Transportation Commission Dec. 30, and taken under advisement. Rates on grain to New Brunswick points are said to be lower from Ontario than from Montreal.

At an Interstate Commerce Commission investigation, an officer of one of our large western lines admitted on the witness stand that his company yearly accumulated \$150,000 in overcharges on account of their clerks' errors, that the amount was charged to a fund, and was, of course, subject to claims from the parties who had been overcharged. It is claimed that shippers lose \$25,000,000 annually in overcharges and errors.

Pacific coast grain exporters are elated at the failure of the sailing ship owners trust. The International Sailing Ship Owners Ass'n controlled nearly four-fifths of the world's sail tonnage available for grain carrying, and five years ago fixed an arbitrary freight rate on grain from Puget Sound and Portland to Europe. The demand for tonnage for a few brief periods raised rates to the monopoly level, but for the most part and especially for the past two years the supply of tonnage not in the combination has been so much greater than the demand that in every Pacific port ships in the ass'n have been tied up at the wharves to rot. Recently the ass'n met at London and voted to permit ship owners to accept any obtainable rates.

In recently awarding reparation to the American Lumber & Manufacturing Co., for charging freight on the basis of a car of minimum capacity larger than car ordered by shipper the Interstate Commerce Commission referred to the administrative tariff ruling No. 77, that "Manifestly it is not equitable to require the would-be shipper to pay additional transportation charges for the privilege of using a car of different dimensions or capacity from that which would suit his shipment or forego entirely his desire to ship. In cases of controversy between shippers and carriers whose tariffs do not provide for graduated minima for cars of different sizes the Commission will regard such tariffs as prima facie unfair and unreasonable. The capacity of the car ordered, the date of such order, the number, initials and capacity of the car furnished should be stated on the B/L and the W/B.

The trunk lines have authorized agents to use up old forms of Bs/L until Feb. 28; so that the uniform B/L which went into effect Jan. 1 is not being enforced at all points.

The Southern Pacific Co. has applied for an injunction to restrain the Interstate Commerce Commission from enforcing its decision against the lease of part of the wharf at Galveston, Tex., to a cotton seed exporter. Carl Eichenberg alleged that the lease constituted a discrimination against other exporters.

A Canadian Pacific official has been fined \$500 for holding that the Manitoba Grain Act does not apply to shipments westbound. The shipper who loaded the car for the British Columbia point before his turn with shippers east also was fined \$25. The revised Act plainly states that it applies to Manitoba, Saskatchewan, Alberta and British Columbia.

Under the recent decision by the Supreme Court of the United States in the Standard Oil case the number of offenses against the rebate law are limited to the number of payments made in settlement for the freight and not on the number of cars loaded. Thus rebates aggregating hundreds of thousands of dollars will be covered by the fine of \$20,000 for a single offense.

The decrease of 356,087 tons in traffic over the New York state canals during 1908, compared with 1907, is ascribed by Superintendent F. C. Stevens to the rate war between the union and non-union boatmen. The total traffic the past year was 3,051,877 tons. The movement of wheat by canal was 183,667 tons, against 251,776 in 1907; of barley, 48,009 tons, against 92,102 tons.

The proposal for the establishment of a grain clearing house at the Fort William and Port Arthur elevators was approved by the executive committee of the Dominion Marine Ass'n Dec. 31 at Toronto. The proposed clearing house will save boats 4 days' loading time and, it is believed, will do away with many shortages. It was also agreed not to carry grain on a B/L making the vessel's liability more than ½ bu. per 1,000 bus. of cargo. It is expected that the Lake Carriers' Ass'n will take similar action at its Detroit meeting.

A Sioux City grain firm which did not discover the withdrawal of the 50-cent rate on corn to the Pacific Coast until four days before the new tariff went into effect, made all haste to load out what corn it had in three elevators, the grain having been bot on the 50-cent basis. Strenuous efforts were made to get as much of the corn as possible billed out before the close of business, Dec. 31. The tariff was filed by the Milwaukee road 30 days in advance, as required by the Interstate Commerce Act, but the local agents did not receive copies for three weeks.

A uniform B/L drafted by the Canadian Manufacturers Ass'n is likely to be adopted by the Dominion Transportation Commission to go into effect on all roads in Canada. The proposed B/L will not contain the obsolete verbiage and saving clauses that the carriers formerly incorporated, and which were so distasteful to the shippers. It will be a simple receipt for goods and an undertaking to carry and deliver them in the condition in which they were received. The railroads and the shippers of Canada have held a joint conference and will soon hold another on the uniform B/L at the suggestion of the government, which intends to compel the use of the B/L agreed upon.

## Supreme Court Decisions

**Admissions by Claim Agent.**—Declarations by an agent whose duty it was to adjust and pay claims against a carrier, made while attempting to adjust a claim for delay, are binding on the carrier.—*Rutland v. Southern Ry. Co.* Supreme Court of South Carolina. 62 S. E. 865.

**Buyer Cannot Refuse Shipment Because Consigned Shipper's Order.**—The fact that a seller of goods to be shipped to the place of delivery shipped the same in his own name and drew, in the ordinary course of business, a draft on the buyer with the B/L attached, did not justify the buyer in refusing to accept the goods.—*Plumb v. Bridge.* Supreme Court of New York. 113 N. Y. Supp. 92.

**Rate Less than Published is Illegal.**—If an agreed rate for the transportation of interstate freight is less than the rate shown by the schedule posted and published as required by Interstate Commerce Act Feb. 1887, c. 104, 24 Stat. 379 (U. S. Comp. St. 1901, p. 3153), the agreement is illegal and unenforceable.—*B. & O. R. Co. v. La Due.* Supreme Court of New York. 112 N. Y. Supp. 864.

**Seller, not Carrier, Liable on Shipment "Order."**—Under a shipment consigned to the seller, "notify" the purchaser, title does not pass to the purchaser, in the absence of anything to the contrary, and the purchaser must look to the seller, and not the carrier, for damages sustained because of delay.—*Asheboro Wheelbarrow & Mfg. Co. v. Southern Ry. Co.* Supreme Court of North Carolina. 62 S. E. 1092.

**Special Damages for Carrier's Delay.**—In the absence of notice to or knowledge by a carrier as to the special use to be made of a shipment of machinery, the only damages recoverable for a delay in shipment is the difference between the value when delivery should have been made and the value when it was made.—*Bracco v. Merchants Despatch Transp. Co.* Supreme Court of New York. 113 N. Y. Supp. 130.

**Title in Seller on Sale Delivered.**—When a seller delivers goods to a carrier consigned to the buyer, both title and possession vest in the buyer in the absence of an agreement to the contrary, or in case of stoppage in transit, but, where the seller contracts to deliver the goods to the buyer, the title remains in the seller until actual delivery to the buyer, and the seller can recover their value from any person converting them while in transit.—*Acme Paper Box Factory v. Atlantic Coast Line R. Co.* Supreme Court of North Carolina. 62 S. E. 557.

**Damages for Failure to Deliver Hay to Feeder.**—Where a seller of hay to be used by the buyer to feed his cattle failed to deliver, and the buyer was unable to procure a sufficient amount of hay elsewhere to properly sustain the cattle, the measure of damages was the damages to the buyer from the want of hay, including the expenses in securing other hay, the cost of taking some of the cattle to another place, and the loss of cattle from starvation and shrinkage for want of hay.—*Richner v. Plateau Live Stock Co.* Supreme Court of Colorado. 98 Pac. 178.

**Telegraph Error.**—Where the receiver of a message has by special request procured it to be sent by the telegraph, he becomes bound by any reasonable contract made by the sender with the telegraph company for its transmission, and is limited in his claim for any damages for a loss occasioned by error or mistake in transmission, where the stipulations for the repetition or for the insurance of the message have not been availed of by the sender, to the amount stipulated in the contract.—*Halsted v. Postal Tel. Cable Co.* Court of Appeals of New York. 85 N. E. 1078.

**Liability of Initial Carrier.**—Rev. St. 1899, § 5222 (Ann. St. 1906, p. 2718), providing that, when shipments begin in Missouri, the initial carrier shall be liable for damages accruing anywhere on the route, does not apply to transportation of goods wholly without the state.—*Connelly v. Ill. Cent. R. Co.* St. Louis Court of Appeals, Missouri. 113 S. W. 233.

**Measure of Damages for Carrier's Refusal to Allow Inspection.**—The carrier having refused consignees the right to inspect until too late to inspect and unload on Saturday, it was liable for damages to the time the goods were taken in charge by the consignees on Monday morning; they not being bound to unload on Sunday to lessen the damage.—*M. K. & T. Ry. Co. v. Hopkins.* Court of Civil Appeals of Texas. 113 S. W. 306.

**Value at Destination Basis of Damages.**—The rule that, on injury to goods in transportation, the value at the destination is the basis for determining the damages, the measure being the difference between the value of the goods at destination as injured and their value if delivered in good order, also applies where goods are taken for transportation to a point beyond the initial carrier's line.—*Southern Express Co. v. Jacobs.* Supreme Court of Appeals of Virginia. 63 S. E. 17.

**Injury to Servant by Sulfur Fumes.**—Where defendant employed a competent servant to regulate the discharge of sulfur fumes in his mill, the fact that during a temporary absence from duty of such employe a co-employe was poisoned by the fumes, did not render defendant liable on the ground of negligence in failing to promulgate rules forbidding employes to absent themselves during office hours.—*Gorman v. Odell Mfg. Co.* Supreme Court of New Hampshire. 71 Atl. 214.

**Penalty on Carrier for Failure to Adjust Claim.**—In an action under Revisal 1905, § 2634, imposing a penalty for a carrier's failure to adjust a claim for loss of freight within a certain time, provided that, unless the consignee recover the full amount claimed, no penalty shall be allowed, the burden is on defendant to prove that the claim was not filed, or that it was excessive.—*Rabon v. Atl. Coast Line.* Supreme Court of North Carolina. 62 S. E. 743.

**Transactions on Margin.**—In an action to recover money paid as margin on stock transactions, on the ground that defendants operated a "bucket-shop," and that the transactions were void as wagering contracts, an order for the examination of one of the defendants before trial as to the manner in which defendants conducted their business, and as to circumstances that would tend to prove that there was no real purchase or sale by them, was proper.—*Grant v. Leopold.* Supreme Court of New York. 113 N. Y. Supp. 167.

**Associations.**—Where members of an association agreed to abide by the association's constitution, by-laws, and regulations of its board of directors, and secured performance by depositing undated notes which the association was authorized to treat as a forfeiture for disobedience, a member was entitled to restrain the negotiation of its notes as a forfeit because of an alleged disobedience of an unlawful regulation.—*Sackett & Wilhelms v. National Ass'n of Employing Lithographers.* Supreme Court of New York. 113 N. Y. Supp. 110.

**"Shipper's Load and Count" Places Burden on Consignee.**—Where a shipper of goods loaded the car, and made out the B/L, and sent it to the carrier's agent, who signed it, relying on the shipper loading the car and counting the articles without verifying the same, the prima facie liability of the carrier arising from the issuance of the B/L was rebutted, and the consignee of the goods, suing the carrier for failure to deliver, had the burden of proving that the goods were actually delivered to the carrier by the shipper.—*Peele & Copeland v. Atlantic Coast Line R. Co.* Supreme Court of North Carolina. 63 S. E. 66.

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## B/L Conditions.

At a well attended meeting of the Bloomington division of the Illinois Grain Dealers Ass'n held in Bloomington Dec. 21, Mr. W. M. Hopkins, mgr. of the Transportation Bureau of the Chicago Board of Trade delivered an able address on the conditions of the B/L now forced upon the shipping public. In the course of his remarks he said:

A bill of lading can serve but two purposes.

First, it is a receipt for the property.

Second, it is a title of ownership.

No conditions inserted in a bill of lading by a carrier can release such carrier from its legal liability unless expressly assented to by the shipper. A shipper may by agreement enter into a contract by which the carrier may limit its liability, but such contract may be entered into voluntarily by the shipper and there must be some consideration to the shipper for making such contract, and the terms and conditions of such contract must be available alike to all shippers. Any conditions inserted in the bill of lading not expressly assented to by the shipper which in any way release the carrier of its full legal liability are null and void.

While various bills of lading containing various illegal provisions have been in use for many years, no particular hardship resulted to shippers therefrom, for the reason that carriers did not attempt to enforce the provisions of such bills of lading and for the further reason that bills of lading were not so generally used; in many instances a simple receipt being given and used in lieu of a bill of lading.

A brief review of the conditions which led up to the present uniform bill of lading is interesting, as explaining the reasons that actuated the Interstate Commerce Commission in promulgating it.

In the year 1904 the trunk lines published in the Official Classification No. 25 a bill of lading which they attempted to require the public to use, effective Jan. 1st, 1905. Objection was raised thereto, and a joint committee of ten, consisting of five representatives of shippers and five representatives of railway companies, was appointed to consider and arrive, if possible, at a just conclusion and settlement of this bill of lading matter.

Many conferences were held and various hearings before the Commission, the last one of which was at Washington on Oct. 14, 1907, wherein the various grain exchanges, representatives of shippers and shippers' associations protested against the present bill of lading and pointed out clearly its many defects. Notwithstanding these protests, however, the present bill of lading was promulgated by the Commission as being the result of the agreement of the committee of ten above referred to. This committee of ten was further charged with the duty of securing the enactment of this bill of lading into a law, or a law that would cover a bill of lading.

Section 20 of the Interstate Commerce Act requires the railway companies to issue a receipt or bill of lading for property received, and further provides that they shall be liable to the lawful holder thereof for any loss, damage or injury to such property while in the course of transportation.

The law, however, does not give the Commission any power to make a bill of lading, and its offices in this instance were merely those of an intermediary, acting in the interests alike of the shipper and the carrier, and the bill of lading thus promulgated by it is merely recommended for use alike to the shipping public and the carriers.

A peculiar significance attaches to the present bill of lading, because its use is made obligatory unless the shipper is willing to pay a penalty of ten percent. higher than published tariff rates. This penalty clause was no part of the Commission's recommendation and did not at any time enter into the discussion of the bill of lading. The purpose of the railway companies in adopting the penalty clause was to force the public to use this bill of lading. The legality of this penalty clause is doubtful. To be lawful it must be shown that the grain rates as at present published were predicated upon a limited liability of the carrier, and it is very improbable that this could be shown to be a fact. On the other hand, we are satisfied that it could be shown that the grain rates were promulgated contemplating the full liability of carrier in transportation.

There are many objectionable features in the bill of lading, some of which are clearly illegal.

First: Section 1 of the bill of lading provides that the carrier shall not be liable for differences in weight of grain or seed caused by natural shrinkage or discrepancies in elevator weights. This condition we hold to be unreasonable.

(a) Because it is a question of fact whether there is or is not a natural shrinkage of grain, and any claim arising from a loss in transit should be adjusted on its merits and there is no warrant in law or reason for any deduction of an arbitrary amount, usually one-half or one-quarter of one percent. In other words, claims for loss of weight of grain in transit should be treated on their merits without any arbitrary deduction.

(b) As to discrepancies in elevator weights, that also would be a question of fact. Such discrepancies might arise from various causes, and the carrier cannot absolve itself from its obligation to deliver a like quantity of grain as received by inserting such a clause in its bill of lading.

Second: Section 3 provides that the basis for the computation of any claim for loss or damage shall be the value of the property being the bona fide invoice price, if any, to the consignee.

This does not provide for reparation in cases of claims arising from the failure of the carrier to deliver grain sold on contract, the essence of which is the time of delivery. That is to say, if grain were sold to be delivered by the carrier on New York in December, were shipped from Chicago, say, Dec. 24th, had been wrecked, so that it could not be delivered by the last day of December, the seller could not fulfill his contract with the buyer, the loss sustained by the seller in buying in the grain should be paid by the carrier, and the invoice price of the grain should not be the basis of settlement. In equity there could be but one basis of settlement, namely, to cover the loss sustained by the seller, caused by the failure of the transportation company to deliver the grain.

The same section further provides for the settlement of claims on the basis of the invoice price at the place and time of shipment.

In the case I have cited the settlement must be predicated upon the price at destination, as the grain would be deliverable in New York and the contract based upon the value of the grain at New York and not at the place of shipment.

Still further, in this same section provides that claims for loss or damage must be made to the carrier at the point of delivery or the point of origin.

This is entirely impracticable, as the shipper or the owner of the grain or the claimant might be located at neither the point of origin of the shipment nor the point of delivery; and to compel a shipper located in Chicago to present his claim at either Omaha or New York, as the originating or terminal point of the shipment, is both unreasonable and impracticable.

And still further, this section provides that unless claims are so made within four months after delivery of the property the carrier shall not be liable. This feature is clearly illegal, as the carrier has no power to prescribe the statute of limitation under which a claim against it may be presented. The law does that and the carrier cannot by inserting a clause in this bill of lading change the law.

Third: Section 4 gives the right to the carrier to deliver property to a public warehouse, without any provision for notice to the consignee of the arrival of the property at destination and for a reasonable time for the removal of such property after the notice is given.

There are other features of this bill of lading that are alike objectionable that we will not take the time to consider in detail. Now, the bill of lading is a law, as much of a law as a rate or any other law upon the statute books, and must be enforced by the carrier in all particulars.

Prior to the time when the actual carrying rates were the published tariff rates and the law compelled a strict adherence on the part of the carrier to all of its published rules and regulations, the features of the bill of lading were not so material; but now, in the evolution of transportation, conditions have changed and the carrier may not deviate from its lawfully published rules in any particular. Therefore, it is of the utmost importance to the shipper to see that such rules are fair, just and reasonable and that his legal rights are fully conserved thereunder.

Notwithstanding the defects of this bill of lading, it has been used for use by substantially all the shipping interests.

The reasons for so doing may be briefly stated:

1st. Because the bill of lading is the best that can be secured for the present.

2nd. Because the Commission has earnestly endeavored to secure by conference a fair bill of lading, which it has no power to order. And, further than this, we expect that the joint conference committee under whose auspices this bill of lading was framed, will continue its work.

We propose to co-operate with other exchanges, business organizations and with this Ass'n in an effort to eliminate the objectionable features of this bill of lading and, if successful, to unite in making the same a law or securing the passage of a law which will give the power to the Commission to prescribe a bill of lading.

In this work we want the assistance of the Illinois Grain Dealers' Ass'n. We want to secure a fair and reasonable document that will conserve the interests alike of the shipper and the carrier, that shall be simple in its terms, universal in its application and fair security for your property while in the course of transportation. In doing this we propose to proceed in an orderly manner, seeking the assistance of the railway companies through their appointed committee and by our united efforts get a bill of lading that will be just and equitable in its terms to all parties in interest.

Our work to be of permanent value must be constructive. We do not want and will not participate in any radical legislation or advocate any measures that will not be beneficial alike to the shipping public and the railway companies. The interests of one are the interests of the other.

The relation between the shipping public and the railway company may be likened to that between a man and his wife. We are tied and must live together. Let us get upon some common ground, where we can serve each other's interests and live together and work together peacefully and harmoniously. There is no use of our applying to the divorce court. It cannot afford us any relief.

We must realize that there is a tremendous evolution in the making of rates and in the application of rates going on and it is going to take a considerable period of time to work out all the various changes necessary to remove the discriminations that have grown up under the old system of rate making and transportation practices, or, rather, the lack of system which has prevailed for so many years.

If we approach this work in the right spirit and show a willingness to co-operate with the railway companies in bringing about better conditions of transportation, we will succeed in securing just rules, rates and regulations that will be of lasting benefit for all time to come. To this work and to this end we invite your hearty co-operation.

Millers are about to begin a determined campaign with the Treasury Department for a modification of the customs tariff that will permit the importation of wheat equal in weight to the quantity of flour exported. The idle milling capacity of the United States is sufficient to grind the entire wheat crop of Canada.

Of this season's crop we have handled, direct from the farmers, a large amount of the best malting barley that Minnesota has produced for a long time. Only 20 per cent of our barley was taken for malting purposes, the balance for feed. Neighboring competitors make the same statements. The entire barley country has been thoroly placarded by the brewers with predictions of low prices in the future. As a result, the farmers took heed and hastened their barley to the market early, taking advantage of the prevailing high prices, before it would be too late. This has been the chief reason for the unprecedented market of barley, and the amount of this grain remaining in farmers' hands, is but a small portion of the crop. The farmers, who still hold barley, are feeding it to young hogs. The barley market must advance, and there is no telling where prices will stop, when they once get started.—Dakota Cereal Co.

## Not Buyer's Duty to Give Seller Notice of Shipment Missing Grade.

The Supreme Court of Oklahoma has recently reversed the decision of the district court of Grant County in the suit by the J. Rosenbaum Grain Co. to recover of the Pond Creek Mill & Elevator Co. the sum of \$326.26 with interest, paid for grain alleged to have missed grade.

Two points are involved in this decision: First, whether the confirmation of sale was binding upon the seller, and second, whether it was the buyer's duty to give seller notice when his shipment failed to grade.

Buyer's agent at Enid mailed card bids daily and testified that transactions usually were closed by telephone. Seller's agent also testified that transactions were made over telephone, but that letters of confirmation were not received in many instances, if in any instance, until after the shipments had gone forward. There being such conflict of testimony as the validity of confirmations the court properly left it to the jury to decide whether the written contracts should be binding.

Justice Hayes of the Supreme Court said: "The inspector who inspected all of said wheat testified that the classification by him of the wheat in one of said cars as 'no grade' was for the reason that said car of wheat was badly mixed with corn. It developed, however, in the testimony of this same witness that he inspected this car of wheat twice; that his first classification of it was as hard wheat No. 2, testing 59 pounds to the bushel; that after about 500 bushels of the wheat had been emptied from said car he re-inspected the car, and found in one corner of same wheat badly mixed with corn, and he thereupon, regraded the wheat as 'no grade' wheat, for which plaintiff charged defendant back on the contract price 11 cents per bushel on the entire car of wheat. The testimony is that 500 bushels of wheat unloaded from the car subsequent to the first inspection and prior to the second inspection was of the grade contracted for, and that of the wheat remaining in the car at the time of the second inspection but 200 bushels was affected by mixture with corn, that its being mixed with corn was the only reason for grading it as 'no grade' wheat, and the only reason for grading the entire car as 'no grade' wheat was because of this mixture of some of the grain in the corner of the car with corn. The wheat was graded under the rules of the Boards of Trade of Galveston and Kansas City, which rules prescribe that 'no grade' wheat should consist of grain that is wet, hot, or in a heated condition, badly mixed with other grain, or various substances, and impregnated with some odor, weevily or weevily-eaten. An employee of defendant who loaded said car in which said wheat mixed with corn was found testified that there was but very little of the wheat in which there was any corn, and that said wheat was not badly mixed with corn, and that in the entire car there did not exist over a bushel and a half of corn. Under the state of the evidence, as to whether the letters of confirmation of sale in which it was stipulated that Ft. Worth grades and weights should control were a part of the contract, and, as to the proper grading of the wheat at Ft. Worth, we do not think the court erred in refusing to set aside the verdict of the jury."

The decision of the lower court in favor of the Pond Creek Mill & Elevator Co. would have stood had not the court made an error in instructing the jury as to the law on the second point, whether the buyer was bound to give seller notice that the grain failed to grade contract.

Judge Beauchamp had said to the jury: "If you find that the defendant delivered the wheat so contracted for but that the plaintiff claimed the wheat so delivered was not of the grade contracted for, then you are instructed it was the duty of the plaintiff to notify the defendant of its claim before receiving the wheat, and if you further find that the plaintiff receiving the wheat so delivered and unloaded the same into its elevator, and converted the same to its own use, before notifying the defendant or giving the defendant an opportunity to replace the wheat with other wheat of the kind and grade contracted for, then your verdict must be for the defendant."

"This instruction," says the Supreme Court, "in effect is that the purchaser under an executory contract with a warranty by the seller as to grade or character of the property sold cannot receive the same if such property is not of the grade and character warranted and sue on breach of warranty for damages without first having given notice to the vendor and offered to return the property. Such is not the law. In the ordinary case of breach of warranty, either express or implied, notice of the defect or an offer to return the property to the seller is not in any respect a condition precedent to the buyer's right to maintain an action for the breach of warranty. For this error the judgment is reversed."—98 *Pac. Rep.* 331.

## Committees Grain Dealers National Association. 1908-1909.

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**Committee on Crop Reports:** Fred Mayer, Chairman, Toledo, O.; B. A. Lockwood, Davenport, Ia.; Bennet Taylor, LaFayette, Ind.

**Hay and Grain Joint Committee Representing the G. D. N. A.:** J. W. McCord, Chairman, Columbus, O.; Arthur R. Sawers, Chicago, Ill.; T. A. Morrison, Kokomo, Ind.

**Committee on Bill-of-Lading:** Charles England, Chairman, Baltimore, Md.; Frank E. Marshall, Philadelphia, Pa.; J. W. Sale, Bluffton, Ind.; J. W. McCord, Columbus, O.; E. W. Seeds, Columbus, O.

The Grain Dealers Journal is a great help to grain men, and I miss it very much when I do not get it.—D. E. McBride, mgr. Chickasaw Grain Co., Mountain View, Okla.

# WHY ELLIS DRIERS ARE SUPERIOR

1. Comes the nearest to nature's way in drying.
2. Does the work at a low temperature
3. Does the work at less cost per bushel for fuel used.
4. Will last a life time, made entirely of steel.
5. Made in sections, new units can be added any time; thus capacity can be increased as business demands.

## ELLIS DRIERS ARE SUPERIOR

That's the reason the largest grain interests use them and demand grain dried in Ellis Driers.

Ellis Driers can be bought in all sizes, suitable for the country dealer or the terminal elevator.

Let us know your requirements and we will show you how the Ellis Drier can make money for you.

## Ellis Drier Co.

747 Postal Telegraph Bldg.  
CHICAGO



## Supply Trade

The Grain Dealers Supply Co., Minneapolis, reports many injuries for plans with flattering prospects.

The Grain Dealers National Mutual Fire Insurance Co. remembered its friends at the beginning of the New Year with a small paper weight.

Franklyn Hobbs says that advertising is not something apart from business as the horse is separate from the cart—when unhitched the cart is at a standstill.

Creating wants and stimulating consumption, good advertising goes farther; it makes people want *now*, not merely some day—it brings consumption of present production.

It is rumored that a number of flour mill contractors have formulated a plan to rid themselves of undesirable competition, represented by price cutting element in the trade.

The Barnett & Record Co. has been forced to build an additional scow for its large fleet, on account of increase in business at Superior. The scow will be used in building a large elevator for the Soo.

Before the volume of elevator supply business increases the railroads must start building new lines. Business for the past year, however, has been satisfactory, altho the prices could have been better.—J. D. McCardle of Link Belt Supply Co., Minneapolis.

The Foos Gas Engine Co. is furnishing a producer gas plant for a large manufacturing concern in N. Y. The engine is 100 H. P. three-cylinder Foos Vertical. The power plant is a very complete one, and is a credit to the company. The engine will be run with Pa. anthracite coal.

G. A. Polly, manager of the Power Appliance Mfg. Co., Minneapolis, reports good business during past season, and a bright outlook for the future. The company has done more new business this month so far, than all during Dec. The company is agent for the Sidney Manlift.

John W. Heywood, treasurer and director of the Millers National Insurance Co. since 1906, has resigned. Mr. Heywood is heavily interested in the Pillsbury-Washburn Flour Mills Co., Ltd., and felt that a division of his time between the two companies was not justice to either so he resigned his insurance position. Sec'y M. A. Reynolds will act as treasurer until new officers are elected Jan. 20.

The Marseilles Mfg. Co. reorganized the first week in Jan., two old members of the firm, J. Q. and H. R. Adams, retiring from the business. C. H. Adams, who has been actively identified with the company for a number of years, retains his interest in the business. It was thru his management that the present reorganization was consummated, which includes the absorption of the Deere & Mansur Co., manufacturers of shellers. The new stockholders of the company are: John Hoss, G. W. Mixter, B. F. Peek, R. B. Lourie, H. B. Copp, and C. M. Stone, Moline, Ill.; G. N. Peek and F. Hamilton of Omaha, Neb.; S. H. Velie, Kansas City, Mo.; J. F. Legler, New York city; S. A. Giffin, Baltimore, Md.; M. H. Rundell and C. M. Leonard, Chicago, Ill.; C. H. Adams, A. T. Adams, H. B. McKahin and F. T. Neff, Marseilles, Ill.

The Power Equipment Co. has been organized with headquarters in Minneapolis to deal in power, power transmitting and conveying machinery. Six of the organizers of the new company were formerly salesmen with Fairbanks, Morse & Co. at St. Paul. The company will handle Foos Gas Engines, Frost machinery, and expects to carry a full line of mill and elevator supplies. W. B. Jordan is president, W. B. Jordan, Jr., treasurer, and W. H. Day, vice-pres. and general manager.

We have just been granted decision in United States Circuit Court of Appeals, sixth Circuit, Cincinnati, O., sustaining permanent injunction granted against the Prame Mfg. Co., of Galion, Ohio, by the Circuit Court of United States, March 26, 1908. This injunction restrains Prame Mfg. Co. from any attempt to advertise, sell or dispose of machines copied after the Clipper, or to advertise, sell or dispose of any kind of a cleaner for grain or seed.—A. T. Ferrell & Co., Saginaw, Mich.

The Burrell Engineering & Construction Co. has taken contracts during the past year for 37 new elevators, besides several repair contracts and is making 7 sets of plans, a total of 54 jobs. The company is just completing work for the Willshire Milling Co., Willshire, O., Cincinnati Grain Co., Latonia, Ky., D. Unger & Son, Russiaville, Ind., Farmers Elevator Co. of Strawn, at Risk, Ill., Farmers Elevator Co., Tallula, Ill., Kendrick-Roan Grain Co., Nashville, Tenn., Graham Bros., Florence, Ill., and B. P. Hill Grain Co., Baileyville, Ill.

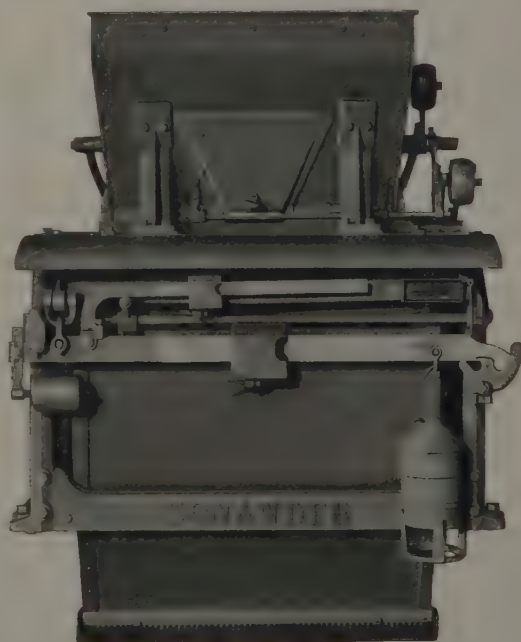
An unprecedented order for Automatic Scales was given at the close of the Omaha Corn Show, December 18, to the Winters-Coleman Scale Co., Springfield, O., by the Updike Grain Co. for one hundred Sonander Automatic Hopper Scales with which to equip its country elevators, making four carloads. The Sonander was exhibited in operation at the Corn Show and attracted unusual attention. It

was represented by Randolph Coleman, the Vice-Pres. of the company, and Manager of Sales, ably assisted by N. D. Varney, Omaha Manager, and C. F. Beuerle, Iowa State Manager.

## An Automatic Scale Not an Automatic Puzzle.

Some years ago a Swede landed in this country with the common name of Anderson. But he was an uncommon Swede. There were so many Andersons as to be confusing, therefore with characteristic originality he made a prefix of the affix "son" and coined the name, Sonander. The resourceful originality so early disclosed, was really the foundation for his future success as an inventor. His first important work was on printing presses, and the leading cylinder press today is the result of his improvements and inventions. Next he was called upon to perfect a gas engine which had for years been struggling to hold a mediocre position. His improvements and inventions brot it to the front at once. It is now a leader and sold extensively in this and foreign countries. This work led him to automobiles and his inventions of both gasoline and electric improvements were eagerly purchased.

Therefore it will be seen that when called upon he brot to bear on the problem of automatic weighing a mind trained to the mastery of mechanical problems. He discarded the principle upon which other automatics are built and adopted the well-known hopper scale as the foundation for an automatic scale. To adapt it to his purpose he suspended the weigh hopper from a substantial frame by means of the usual knife edge bearings and lever arm connected with balancing beam, as in a hopper scale. He limited the perpendicular movement of the weigh hopper to 3/16 of an inch so as to reduce wear to a minimum. All other details were as carefully designed



Sonander Automatic Hopper Scale.



and constructed so as to secure a standard hopper scale of the highest grade of material and construction and so sensitive as to permit of graduation to two ounces on the beam.

He designed a simple attachment by means of which, at the pleasure of the user, the scale will operate automatically and continuously, or it may be operated by hand. The combined result is the Sonander—a simple and scientific automatic hopper scale.

As shown in the illustration the scale has two beams, the lower beam being used to weigh the bulk of each load or draft while the upper beam is used to weigh the remainder. The beams tell the weight and a register counts the drafts.

The Sonander feed hopper has within it a small screened hopper which provides screened grain for the dribble. As a result, the Sonander will handle any grain that the elevator and chutes will handle, regardless of cobs, husks, straw, etc. The Sonander occupies little space.

For the purpose of proving, a draft can be held in the weigh hopper and there weighed by hand in half a minute. And it will be apparent that a residue, or any amount less than a full load, can be readily and quickly weighed.

The Sonander is peculiarly adapted for bagging purposes because the method of weighing is just the same as with a platform scale. For example: To weigh 5 bus. of oats on a platform scale, it is set to 160 lbs. The Sonander is set the same way. The Sonander bagger may be operated either by hand or automatically.

The Sonander is owned and built exclusively by The Winters-Coleman Scale Co., of Springfield, O. That Company is the outgrowth of The American Grain Meter Co., and the Bowlus Automatic Scale Co. The manufacturers have therefore had wide experience both in the factory and in the field. The Sonander has been thoroughly tried out, as there are many installations in Tennessee, Ohio, Indiana, Illinois, Missouri, Iowa, Nebraska, Minnesota, North Dakota, Michigan and Vermont. It has handled with equal facility and accuracy wheat, corn, oats, rye, barley, flax, timothy seed, corn meal, ground feed and kafir corn.

It is the general impression that automatic scales are of recent origin. But in the exhaustive search in connection with Sonander patents, made by the Patent Attorneys, Messrs. Staley & Bowman, it was discovered that apparently the first patent was taken out more than a century ago. It was a very crude and yet complicated weighing machine, but so are many that have been patented since.

Millers advocating free wheat for export grinding and disposal of by-products at home, declare the increased supply of millfeed will help the American farmer and dairyman.

The German miller exports to Holland or Finland, to Norway or to England, 100 kilos of flour of a fineness of 30 per cent, and this entitles him to an import warrant under which he can, within six months, import free of duty, American wheat to the extent of 160 kilos. As a matter of fact, he can make, from 160 kilos of wheat perhaps 128 kilos of flour of all grades, altho less of the fineness of 30 per cent. He therefore gets his American wheat duty free; he retains the bran and offal at home without paying a duty; he need not identify the product made from imported American wheat.

## German Rebate on Grain Imports.

Germany's fiscal policy that allows liberal bounties upon the exports of grain products as a corollary to high duties on the imports of grain is certainly proving beneficial to the agricultural interests and to the milling industry of the Empire, writes Government Special Agent M. H. Davis from Berlin.

The price of a crop is gauged by the value of the surplus. This is an axiom the virtue of which time proves as often as the seasons mature. But here was a case with Germany where nearly the converse of the rule was likely to be demonstrated, for the value of her grain crops was about to be fixed by a voluntary addition to the cost of the deficiency. The agrarians welcomed it and the consumers have approved of it. It would cost more to live, but the tax of 36 cents per bushel on the then average imports of wheat, about 80,000,000 bus. annually, and rye about 30,000,000 bus. annually, would be much more than offset by the added value to the annual crops of rye and wheat which were averaging about 370,000,000 bus. and 140,000,000 bus., respectively. The prediction has proven true.

Rye has been less influenced than wheat, as was expected would be the case, and rye is the food of the poorer classes. But wheat has made a splendid response by way of increased value where, at port cities, the home-grown varieties, inferior in many respects to the imported sorts, actually command prices generally equal to the latter, and occasionally premiums over them after the duty has been added to the "world's" market price.

As there were over 30,000 flour mills thruout the Empire, employing from 2 to 50, or in some cases 100 or more workmen, and about 11,000 small mills operated solely by their owners, something had to be conceded to allay the opposition these interests naturally aroused. There were also many grain-shipping firms antagonized by the exactions of duties on imports, much of which was temporary in character, the final destination being other foreign ports. Therefore in 1905 an amendment to the duty law went into effect giving millers and shippers a rebate, pound for pound, of as much duty when exported as would have been paid upon the grain had it been imported. This law not proving entirely satisfactory was later amended, the change taking effect March 1, 1906.

The policy of allowing a bounty on all exports of grain seems unwise to many in the trade. It undoubtedly operates to deplete the stores of home-grown product. Under such a system no large accumulations are likely to be made, or if made, to be long maintained. The nearby markets of other countries, always buyers of grain, readily absorb what apparent surplus Germany has to offer, and the traffic is facilitated by the low water rates of transportation and the size of the bounty, which admits of a wide opportunity for adjusting prices to meet the market. Speculation in grain is under government restriction, less now than in recent years, but still sufficient to prevent manipulation, or the accumulation of large quantities. Hence there are no centers of storage or large elevator systems, as exist in the United States.

Willis Bullock, publisher of the *Hay Trade Journal*, died Dec. 29 at his home in Canajoharie, N. Y., of cancer of the intestines. He was 64 years of age.

**NON-SIFTING  
SAMPLE ENVELOPES**  
**TULLAR ENVELOPE CO.**  
Successors to  
**HOWE ENVELOPE CO., Ltd.**  
303 Congress St. West, Detroit, Mich.

**TRIUMPH  
POWER  
CORN SHELLER**  
**CO. BARTLETT  
& SNOW (O.)**  
CLEVELAND O.

**R**  
**+ FUMA =**  
Live weevil plus a little Fuma equals dead ones every time  
**Fumigate Your Elevators and Mills With  
FUMA**  
The only satisfactory method of treating grain in the bin; kills all insects, weevil, moths, etc.  
10c per lb. in 50 lb. and 100 lb. drums  
Send for printed matter  
**EDWARD R. TAYLOR**  
Manufacturing Chemist Penn Yan, N. Y.

## Prompt and Accurate Analyses of All Grain and Feeds

Don't ship your corn  
until you have had  
it tested for per cent  
of moisture

## The Columbus Laboratories

103 State St., Chicago

**RATS & MICE  
EXTERMINATED  
SCIENTIFICALLY**  
WITH  
**Pasteur Vaccine Co. Rat Virus**  
Non-Poisonous—No Odors  
The virus is fed to the rodents on bread, grain or other suitable bait. In the course of a few days this creates a contagious and mortal disease that is harmless to all other life. Furnished in two forms.  
**MOURATUS**—Gelatin Form, 50 and 75c.  
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Write for further particulars and testimonials to  
**PASTEUR VACCINE CO., Ltd.**  
Sole Concessionaires of Institut Pasteur,  
Paris, Biological Products,  
7 Rue Meyerbeer, Paris, France.  
New York, 265 West 119 Street.  
Address Dept. K, Chicago, 323-325 Dearborn Street.



## Patents Granted

**Machine for Removing the Butt Ends of Ears of Corn.**—No. 907,849. (See cut.) Samuel E. Morral and Wm. W. Morral, Morral, O. The ear of corn is held by rollers against gaging rollers, along which it is conveyed longitudinally to a cutter near the discharge end of the gaging rollers, which rotate in opposite directions one above the other.

**Grain Car Door.**—No. 908,045. (See cut.) Curtis L. Smith, Dunn, Ind. Above the door is an elevated rail along which suspension bars move in a sidewise direction. The main lower door is hung to the suspension bars, while an upper door section closes the upper end of the doorway. The upper door section does not slide, but is pivoted to the car above the doorway, swinging in a vertical plane and having grooves to receive the suspension bars.

**Seed Corn Separator.** No. 907,947. (See cut.) Chas. F. Asplund, Minneapolis, Minn. A hopper feeds an inclined vibratory screen having perforations of a size to permit the passage of small kernels, the kernels passing over the screen being received by a vibratory shoe having upper and lower imperforate decks spaced apart and a grate. The grate is made up of parallel laterally spaced rods, the upper ends of which are secured to the under side of the upper deck and the lower ends to the upper side of the lower deck. Below the grate is a grate cleaning device comprised of an endless carrier and a comb.

**Grain Door.** No. 908,086. (See cut.) Joseph H. Furtney, Glenwood, Minn. The longitudinally sliding main door has a supplemental door adapted to rest upon it and provided at its lower edge with a strip to overlap the upper edge of the main door upon the inner side. A rod is fastened at opposite ends to end portions of the supplemental door, and spaced from the upper edge of the supplemental door, and provided at one end with a vertical loop to admit of the door having a drop. A headed fastening is applied to a jamb of the door opening and operates in the space formed between the rod and the upper edge of the supplemental door. A suspending device engages the loop to hold the door open.

**Automatic Grain Scale.** No. 907,190. (See cut.) Frank L. Smith, Peru, Ill., assignor of  $\frac{1}{2}$  to Wm. Laycock, Libertyville, Ill. The receiving hopper is provided with central and side compartments, the central compartment constituting a reserve receptacle for grain and from which the grain overflows into the side compart-

ments, all the compartments being open at their lower ends. Valves close the central compartment when the side compartments are opened. A supplemental valve carried by the main valves closes the dribble compartment when the valves are all moved to open position. Connections between the weighing mechanism and the valves release the main valves and the dribble valve consecutively.

**Distributing Spout.** No. 907,848. (See cut.) Samuel A. Morehouse, Asgrove, Ind., assignor of one-third to Wm. S. Potter, Lafayette, Ind. The spout is revolvably supported on a vertical tube down thru which extends a cord controlling the telescoping section that connects with the several bin filling spouts. The revolution of the distributing spout on the axial tube is effected by a chain passing around a pulley down to the working floor. The telescoping section is guided by a pair of pins on opposite sides of the spout. On the pilot wheel on lower floor are blocks numbered to correspond with the bins and provided with a locking device.

**Apparatus for Bleaching Grain.** No. 908,391. (See cut.) Harry J. Caldwell and James R. Barr, Earl Park, Ind. Instead of the usual single tall stack this patent covers a combination of two or more shorter stacks thru which the grain passes by gravity. Means are provided to convey the grain from the outlet of one stack to the inlet of the next stack. The fumes are introduced into the first of the stacks, and the moisture and cool air into the subsequent stacks of the series. Passageways lead the fumes from one stack to the next. The conveying means can be cut out of operation and the discharge-outlets of the stacks may be opened whereby the stacks may be operated at will in series on a single lot of grain or in multiple on separate lots of grain.

January corn sentiment is vastly different to the November sentiment. The real conditions are now more broadly recognized. The unreasoning desire for a quick, strong bull upturn has disappeared. It is idle to talk of a completed movement. The farmer may develop occasional sullen spells, but he has got to sell his corn. He cannot hold it indefinitely.—E. W. Wagner.

Our reports from about 125 stations in Indiana, Illinois and Ohio show very conclusively that the farmer holds the key to the situation and unless he has a change of heart there will be no free movement of corn soon. Fully one-third of the corn has been moved and nearly three-fourths of the oats, with 10 months before another corn crop and 8 months before we have another crop of oats.—Townsend-Ward Co.

## Calendars Received.

Steel Briggs' "Canada's Greatest Seed House" is engraved on a pretty calendar sent out to the trade by that popular Canadian firm.

E. A. Brown & Co., whose motto is to satisfy customers, endeavored to start the New Year aright by sending each a neat calendar.

A historical calendar for 1909-10 showing a map of Ohio and some interesting historical data, is the gift of McCord & Kelly, Columbus.

A neatly embossed picture of a pretty maid, preparing to bake corn meal gems from Crown meal adorns a calendar sent out by the Van Alstyne Elevator Co., Van Alstyne, Tex.

The patriarch of Portsmouth, O., remembered his friends with a Daily Calendar Memorandum. H. S. Grimes was printed in red upon every memo page.

The McKinney Elevator Co., at McKinney, Tex., has a picture of a horse head upon its calendar. The horse is apparently saying that he has been eating McKinney's feed.

A Summer Girl in the midst of the bounding deep, arrayed in smiles and a bathing suit is what the Bassett Grain Co. is calendaring its friends with.

One of the most artistic calendars of the year is a trinity of damsels adorning the calendar sent out by the Sneath-Cunningham Co., Tiffin, O.

An Automobile girl, a Matinee girl and a Hunting girl make a pretty calendar for August Ferger & Co., Cincinnati. They are remembering their friends with it.

The Lake of the Woods Milling Co. is sending out a large wall calendar bearing pictures of its plants and of packages of its products.

E. R. & D. C. Kolp were not satisfied with sending out a calendar with a pretty maid as a frontispiece, so they accompanied it with wisps of barley and poppies. A very artistic production.

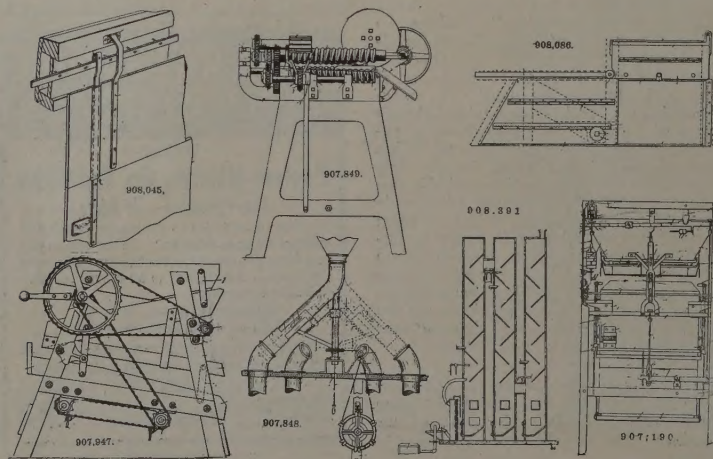
Thos. Moran's wonderful painting of the Cascade Falls, Yosemite Valley, is the picture upon a calendar distributed among the friends of the Brady Grain Co., Payne, O. The original painting is a masterpiece and the lithographic reproduction is beautiful.

A beautiful Indian maiden in a birch bark canoe, her arms as naked as a peeled onion, her flaxy brown hair combed by the Autumn breeze is just starting upon a voyage from Miller & Co., Nashville, Tenn. A very pretty calendar.

A lithographed calendar of an original painting, The Helpmate, by the noted artist Albert Herter, has been received from the Winchester Milling Co., Canal Winchester, O. The picture is a study of home life and the company has utilized the theme, suggesting that the home problem be solved by using Puritan flour.

"Bertha" a beautiful portrait by the famous American artist, Carl J. Blenner, is lithographically embodied in a calendar bearing the firm name of P. B. & C. C. Miles, Peoria. Accompanying the calendar is a short description of the work of Mr. Blenner which makes it doubly interesting.

The coarse grain experts are not bullish on oats. I would scalp this market. For a spread I recommend the purchase of May and sale of the September. September oats have started out at a high level. There will be excellent action in September oats, and this month is a sale on all good bulges.—E. W. Wagner.





# Fire Insurance Companies

ORGANIZED 1883

## The Western Millers' Mutual Fire Insurance Company

KANSAS CITY, MO.

CHAS. H. RIDGWAY, Secretary.

SAFE INDEMNITY

Flour Mills, Elevators, Warehouses, and contents.

ORGANIZED—1907—INCORPORATED

## Western Grain Dealers' Mutual Fire Insurance Association,

Des Moines, Flynn Bldg., Iowa

Insures Elevators, Warehouses and Contents Exclusively.

Correspondence solicited.  
GEO. A. WELLS, Secretary.

## Millers Mutual Fire Insurance Association of Illinois

ALTON :: ILLINOIS

Wrote \$9,897,311.23 Insurance last year  
Paid \$116,523.11 in losses last year  
Added \$20,545.98 to surplus last year  
Assessed only 40% of basis rates last year

If you want the best of Insurance at the lowest cost, write to us.

Insurance in force - \$13,551,441.39  
Face value of notes - 1,701,351.00  
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THE OLD RELIABLE



ORGANIZED 1891

DANSING, MICH.

INSURES ELEVATORS AND GRAIN

PERMANENT OR SHORT TERM POLICIES

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Tri-State Mutual Grain Dealers Fire Insurance Co. (Inc)

Elevator and Grain Insurance at Actual Cost  
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B. P. ST. JOHN, Treasurer.

For rates, etc., address  
E. H. Moreland, Sec'y, Luverne, Minn.

## Mill Owners' Mutual Fire Insurance Co., Des Moines, Iowa

INSURES MILLS, ELEVATORS, WAREHOUSES and CONTENTS

Net Cash Assets.....\$266,243.81  
Losses Paid.....\$1,339,403.60  
Saved to Policy Holders.....\$1,752,149.12  
J. G. SHARP, Secretary



## A Good Guide

in selecting a fire insurance company is the lead taken by experienced grain men. The

**Grain Dealers' Fire Insurance Co.**  
INDIANAPOLIS, IND.

has been selected by the owners of over 2200 country elevators for over Nine Million Dollars insurance. There is a reason.

Write for information to

C. A. McCotter, Sec'y.

## Grain Shippers' Mutual Fire Insurance Association

IDA GROVE - IOWA

Risks in force \$6,927,000.00  
Admitted assets, Dec. 30, 1907 50,197.76  
Total liabilities 4,735.00  
Net assets, Dec. 30, 1907 \$45,462.76

Dividends on the basis of 80% cost.  
We write Fire, Lightning and Tornado Insurance for the Grain Trade.

F. D. BABCOCK, Secretary

## MILLERS' NATIONAL INSURANCE COMPANY

205 La Salle St., CHICAGO, ILL.

Chartered 1865

Insurance with a maximum of security at a minimum of cost for ELEVATORS, WAREHOUSES and CONTENTS on the Mutual Plan. Five Year Policies (or short term policies on grain, if required.) Semi-Annual Assessments costing about one-half Stock Company rates. NO conflagration hazard.

Gross Assets, \$4,937,625.96 Net Cash Surplus, \$883,105.27

## Any Weight of grain up to 100,000

pounds is reduced to bushels by Clark's Decimal Grain Values, which also shows the value of any number of pounds in dollars and cents. Price, \$5.00.

## GRAIN DEALERS JOURNAL

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**GRAIN STORAGE RECEIPTS** for keeping a record of grain stored. 50 tickets, printed on bond paper 10 1/2 x 7 1/2 in., in each book. Order form No. 4. Price 50 Cents.  
GRAIN DEALERS JOURNAL, - - - 255 La Salle Street, CHICAGO



# For Sale



For particulars see the "Elevators for Sale" columns of the Grain Dealers Journal, Chicago

Those looking for elevator properties invariably consult its "Elevators for Sale" columns. If your elevator is for sale, make the fact known to the entire trade, put your For Sale sign in the "Elevators for Sale" columns, then you can be sure of selling quickly at a good price, and pay no commission on sale. If you do not wish neighbors to know your elevator is for sale, you can have replies come in our care and we will forward them daily without extra charge.

The cost for advertising is 15c per line

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Machinery for Grain Elevators and Flour Mills has experience and reputation behind it.



Screw Conveyors  
"Acme" Elevator Buckets  
Chain Belting  
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Some Points  
Regarding  
the Day  
Dust Collector  
and Dust  
System to  
Bear in Mind

It secures a higher grade of grain and saves more of it.

THE DAY COMPANY

1118-26 Yale Place

Minneapolis, Minn.

# A New Idea in Wagon Dumps



## The Weller Dump is Safe

UNDER all circumstances the Weller Dump is a safe proposition. There's absolutely no risk of breakage at critical moments because there's nothing that can break.

Hasn't any chain to snap for the dump is operated by a vertical shaft, which transmits motion to worm and worm wheel. No brake is needed so none is used. The worm gears cannot slip.

Weller Dumps are very reasonable in price. Particulars for a postal.

WELLER MANUFACTURING CO.,

Chicago, Ill.

FOR the best of satisfaction  
consign your Grain to  
S. C. Bartlett Co., Peoria, Ill.